UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ANNETTE LORBER,

Plaintiff,

-against-

JONATHAN WINSTON, SHELDON M. GANZ, SHELDON M. GANZ, CPA, P.C., EVA TEHRANI, HSBC BANK USA, NATIONAL ASSOCIATION, HSBC SECURITIES (USA) INC., WINHAVEN REALTY LLC, WINHAVEN DEVELOPMENT CORP., WINHAVEN DEVELOPMENT OF NEW YORK INC., WINHAVEN GROUP LLC, WINHAVEN GROUP OF NEW YORK LLC, WINHAVEN HOLDINGS LLC, WINHAVEN MANAGEMENT CORP., WINHAVEN MANAGEMENT OF NEW YORK INC., WINHAVEN OF NEW YORK CITY LLC, WINHAVEN ASSOCIATES LLC, WINHAVEN ASSOCIATES II LLC, WINHAVEN CAPITAL PARTNERS, WINHAVEN 640 BROADWAY LLC, 640 BROADWAY OWNERS LLC, WINHAVEN MATTITUCK LLC, WINHAVEN BOERUM LLC, WINHAVEN WESTHAMPTON BEACH PLAZA LLC,

Defendants,

- and-

513 CENTRAL PARK LLC,

Relief Defendant.

Case No.:

CV 12 - 3571

COMPLAINT

ECF Case

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2012 JUL 18 PM 3: 23
U.S. DISTRICT COURT
EASTERN DISTRICT
OF NEW YORK

SPATT, J.

BOYLE, M.J.

Plaintiff Annette Lorber, for her Complaint against each and all of the above-referenced defendants, with knowledge as to her own actions and events occurring in her presence, and upon information and belief as to other matters, alleges as follows:

SUMMARY OF THE ACTION

1. This action seeks to rectify, in part, the sweeping damage caused by nearly a decade of family betrayal in furtherance of a fraudulent real estate scheme that spans the eastern tip of Long Island to the southern tip of Manhattan. The allegations that follow detail both overt and covert acts orchestrated by defendants Jonathan Winston ("Winston") and Sheldon Ganz ("Ganz"), through an enterprise collectively known as Winhaven,[1] designed to defraud plaintiff Annette Lorber ("Annette") and many other victims, including the federal government.

2. Upon information and belief, Winston targeted Annette and her family because of their wealth as early as 2000, when Winston married Annette's daughter Eve at a time when he was aware that he and his securities brokerage firm, First United Equities Corporation ("First United"), were under federal investigation for pervasive securities fraud. As a result of the investigation, Winston was indicted and faced criminal charges before this Court (Garaufis, J.) for securities fraud, money laundering and other related charges in connection with the First United scheme.

3. Winston subsequently pleaded guilty to conspiracy to commit securities fraud and conspiracy to commit money laundering; he was sentenced to ten (10) years

[1] "Winhaven," as used herein, generally refers to defendants Winhaven Realty LLC, Winhaven Development Corp., Winhaven Development of New York, Inc., Winhaven Group LLC, Winhaven Group of New York LLC, Winhaven Holdings LLC, Winhaven Management Corp., Winhaven Management of New York, Inc., Winhaven of New York City LLC, Winhaven Associates LLC, Winhaven Associates II LLC, Winhaven Capital Partners, Winhaven 640 Broadway LLC, 640 Broadway Owners LLC, Winhaven Mattituck LLC, Winhaven Boerum LLC, Winhaven Westhampton Beach Plaza LLC, and any other entity under Winston's control that is otherwise unknown as of the date of this Complaint.

probation and ordered to make restitution in the amount of approximately $108,988,825.50. Attached hereto as Exhibit A is a true and correct copy of Winston's criminal judgment dated May 25, 2005.

4. During the investigation and after his indictment and arrest, Winston went to great lengths to endear himself to Annette and her family in a calculated manner, and assumed the posture of an adoring and supportive son-in-law who would care for their well-being above all else.

5. After sowing seeds of goodwill with Annette and her family, Winston finally realized his opportunity to reap the bounty therefrom. When Annette's husband, Martin Lorber, died of lung cancer in August 2003 and Annette's mother required care following critical hip surgery one month later, Winston promised a distraught and grieving Annette that he would help her in any way possible, namely by: (1) managing Annette's finances, including but not limited to her checking, securities and brokerage accounts and her line of credit with HSBC Bank; (2) maintaining oversight of certain household needs, including collecting Annette's mail; and (3) winding down and dissolving WorldWide Footwear, Inc. ("WorldWide"), which was Martin Lorber's business.

6. Winston assumed management of each of the above-mentioned functions on Annette's behalf and, as alleged in further detail below, abused his position to fraudulently borrow or outright steal funds from Annette in the aggregate amount of approximately $10,000,000.

7. Specifically, Winston conspired with an accountant – Ganz; a former bank teller – Eva Tehrani; a relationship manager at HSBC Bank - Ray Finken; and, upon information and belief, other presently unknown individuals, to engage in a fraudulent

scheme conducted through Winston's enterprise, Winhaven, with the objective of purchasing, developing and selling millions of dollars worth of real estate assets while hiding the same from the federal government and defrauding numerous lenders, banks, investors, and the Internal Revenue Service in the process (the fraudulent scheme hereinafter referred to as the "Winhaven Fraud"). Annette is one of many victims of the Winhaven Fraud.

8. To carry out the objectives of the Winhaven Fraud, Winston and his co-conspirators engaged in numerous acts of fraud over a period of at least eight (8) years, including, *inter alia*: (1) deceptively inducing Annette to loan money from her line of credit with HSBC Bank to Winston and Winhaven; (2) fraudulently advancing money from Annette's line of credit by forging her signature; (3) manipulating securities in Annette's brokerage accounts; (4) knowingly providing false financial and tax advice to Annette to disguise the fraudulent use of her line of credit and brokerage accounts; (5) opening checking accounts in Annette's name without her knowledge; (6) completing false statements of net worth on Annette's behalf in order to secure a sizeable mortgage on a yacht; (7) continuing to operate WorldWide as a going concern and using WorldWide as a shell to take tax deductions based on business losses associated with the interest on the funds that were fraudulently advanced from Annette's line of credit; (8) deceptively inducing Annette to loan Winston $500,000 to post as a bond for Winhaven's purchase of a building in Manhattan; and, (9) upon information and belief, using at least some of Annette's own money for Winston to purchase Annette's home for his personal use.

9. The Winhaven Fraud was only recently exposed when Winston and Annette's daughter, Eve, began contemplating divorce in the Fall of 2011. As a result of

the financial upheaval that often accompanies divorce, Winston became unable to make certain monthly payments that enabled him to disguise the Winhaven Fraud, and Annette subsequently discovered that she had been betrayed and defrauded by her son-in-law and his co-conspirators.

10. In recompense for the betrayal and damages caused by the Winhaven Fraud, Annette seeks compensatory and punitive damages in an amount to be demonstrated at trial, which is not less than $10,000,000.

JURISDICTION AND VENUE

11. This action is brought pursuant to 18 U.S.C. §§ 1961, *et seq*.

12. The Court has original jurisdiction over this action pursuant to 18 U.S.C. §§ 1961, *et seq.*, and 28 U.S.C. §§ 1331 and 1367.

13. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because the parties reside and conduct business in this district, and the majority of the transactions described herein occurred in this district.

PARTIES

14. Plaintiff Annette Lorber is a citizen of the State of New York. She maintains a residence in this district at 3 Cedar Lane, Sands Point, New York 11050.

15. Defendant Jonathan Winston is a citizen of the State of New York. He maintains a residence at 59 Cornwells Beach Road, Sands Point, New York 11050 and an apartment located in the Plaza Hotel at 768 5th Avenue, Apartment 513, New York, New York 10019. Winston is a recidivist; indeed, he pleaded guilty before this Court to one count of conspiracy to commit securities fraud and one count of conspiracy to commit money laundering for his role as a principal in the boiler-room broker-dealer fraud

involving First United (Case No. 1:00-cr-01248 (NGG)). Winston was sentenced on May 25, 2005 to a total of 10 consecutive years of probation and ordered to make restitution in the amount of $108,988,825.50. Upon information and belief, Winston has satisfied none of his multi-million-dollar restitution order. Upon further information and belief, Winston's probation was lifted by this Court following the submission of a memorandum of law in support of his motion to lift his probation (the "Probation Memo"). The Probation Memo, in fact, contains false and misleading information, including much of the same false and misleading information alleged herein.

16. Defendant Sheldon M. Ganz is a citizen of the State of New York. He maintains a place of business at 98 Cuttermill Road, Great Neck, New York 11021. Upon information and belief, Ganz maintains a residence in Great Neck, New York as well. Ganz is a Certified Public Accountant and the sole owner of Sheldon M. Ganz, C.P.A., P.C., an accounting firm located at 98 Cuttermill Road, Great Neck, New York. At certain times relevant to this complaint, Sheldon M. Ganz, C.P.A., P.C. was known as Ganz & Goldstein, P.C. Ganz previously filed for bankruptcy before this Court in March of 1999. In addition, Ganz has had prior civil RICO cases pending against him in other U.S. District Courts. Upon information and belief, Ganz purchased within the past few years two residential properties – an expensive apartment in Boca Raton, Florida and a house in upstate New York.

17. Defendant Sheldon M. Ganz, C.P.A., P.C. is an accounting firm located at 98 Cuttermill Road, Great Neck, New York, 11021. Sheldon M. Ganz, C.P.A., P.C. is owned by defendant Ganz, and is the Professional Corporation through which Ganz offers his accounting services to the public. Upon information and belief, Sheldon M. Ganz,

C.P.A., P.C. may have operated under other business names, such as Ganz & Goldstein, LLP, at certain times relevant in this complaint. Upon further information and belief, Sheldon M. Ganz, C.P.A., P.C. has but four clients who are suspiciously connected: Winston, two of Winston's real estate investors, and – formerly - Annette.

18. Defendant Eva Tehrani ("Tehrani") is, upon information and belief, a citizen of the State of New York. Upon further information and belief, Tehrani lives on Long Island not far from the Winhaven office at 98 Cuttermill Road in Great Neck, New York. Tehrani was formerly employed as a bank teller in a Great Neck branch of North Fork Bank. Tehrani is currently employed as Winston's assistant at Winhaven. Upon information and belief, Tehrani's best friend, Melissa, is employed as Ganz's assistant.

19. Defendant HSBC Bank USA, National Association ("HSBC Bank") is a national bank[2] with assets over $200 billion and serves approximately four (4) million customers through more than 470 bank branches throughout the United States. Its principal office is located at 1800 Tysons Boulevard, Suite 50, McLean, Virginia 22102. The HSBC Bank branch office relevant to this action is located at 534 Broadhollow Road, Melville, New York 11747. HSBC Bank provides a broad range of consumer-oriented services and financial products including loans, residential mortgages, home equity lines of credit, deposits, brokerage products and services, and general branch services. At all relevant time to this complaint, and as further detailed below, HSBC Bank held various checking, savings and deposit accounts on behalf of Annette and her family, and also managed a significant line of credit for the benefit of Annette and her family.

[2] Defendant HSBC Bank USA, National Association is the principal subsidiary of HSBC USA Inc., which is an indirect and wholly-owned subsidiary of HSBC North America Holdings Inc., one of the United States' largest bank holding companies in terms of assets.

20. Defendant HSBC Securities (USA) Inc. ("HSBC Securities") is a member of the NYSE, FINRA and SIPC,[3] and provides wealth management services through Registered Representatives for its customers. Such consumer-oriented wealth management services and products include retirement and education strategies, investor CDs, insurance products, fixed income and traditional investment products, mutual funds, managed portfolio accounts, and several HSBC-specific investor funds comprising various asset-allocation strategies. HSBC Securities maintains its principal office at 425 Fifth Avenue, New York, New York 10018, which is the HSBC Securities office relevant to this action. At all relevant times for purposes of this action, and as further detailed below, HSBC Securities held various securities accounts purportedly for the benefit and in the name of Annette Lorber.

21. Defendants Winhaven Realty LLC, Winhaven Development Corp., Winhaven Development of New York Inc., Winhaven Group LLC, Winhaven Group of New York LLC, Winhaven Holdings LLC, Winhaven Management Corp., Winhaven Management of New York Inc., Winhaven of New York City LLC, Winhaven Associates LLC, Winhaven Associates II LLC, Winhaven Capital Partners, Winhaven 640 Broadway LLC, 640 Broadway Owners LLC, Winhaven Mattituck LLC, Winhaven Boerum LLC, Winhaven Westhampton Beach Plaza LLC (collectively, "Winhaven" or the "Winhaven Defendants") are companies organized under the laws of the State of New York. Upon information and belief, Eve Winston is the disclosed principal associated with Winhaven by no fault of her own; however, Winhaven is collectively and individually under the *de facto* control of Winston, with the assistance of Ganz and Tehrani, and is operated for the

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[3] HSBC Securities (USA) Inc. is a wholly-owned subsidiary of HSBC Markets (USA) Inc. and an indirectly wholly-owned subsidiary of HSBC Holdings PLC.

purpose of purchasing and developing real estate, and for the unlawful purpose of hiding assets and laundering funds. The Winhaven Defendants maintain business addresses of record at the following:

- Winhaven Realty LLC: 98 Cuttermill Road, Suite 350S, Great Neck, New York 11021
- Winhaven Development Corp.: 98 Cuttermill Road, Suite 350S, Great Neck, New York 11021
- Winhaven Development of New York Inc.: 98 Cuttermill Road, Suite 350S, Great Neck, New York 11021
- Winhaven Group LLC: 98 Cuttermill Road, Suite 350S, Great Neck, New York 11021
- Winhaven Group of New York LLC: 98 Cuttermill Road, Suite 350S, Great Neck, New York 11021
- Winhaven Holdings LLC: 98 Cuttermill Road, Suite 350S, Great Neck, New York 11021
- Winhaven Management Corp.: 98 Cuttermill Road, Suite 350S, Great Neck, New York 11021
- Winhaven Management of New York Inc.: 98 Cuttermill Road, Suite 350S, Great Neck, New York 11021
- Winhaven of New York City LLC: 98 Cuttermill Road, Suite 350S, Great Neck, New York 11021
- Winhaven Associates LLC: 7 Wellington Road, Mattinecock, New York 11560
- Winhaven Associates II LLC: 7 Wellington Road, Mattinecock, New York 11560
- Winhaven Capital Partners LLC: 98 Cuttermill Road, Suite 350S, Great Neck, New York 11021
- Winhaven 640 Broadway LLC: 98 Cuttermill Road, Suite 350S, Great Neck, New York 11021
- Winhaven Mattituck LLC: 98 Cuttermill Road, Suite 350S, Great Neck, New York 11021
- Winhaven Boerum LLC: 98 Cuttermill Road, Suite 350S, Great Neck, New York 11021
- Winhaven Westhampton Beach Plaza LLC: 98 Cuttermill Road, Suite 350S, Great Neck, New York 11021

- 640 Broadway Owners LLC: Upon information and belief, maintains an address at 98 Cuttermill Road, Great Neck, New York 11021.

As the above list evidences, all but two of the Winhaven Defendants share the business address of 98 Cuttermill Road with defendant Sheldon M. Ganz, C.P.A., P.C. The two remaining Winhaven Defendants' share addresses at 7 Wellington Road, which was Winston's residential address from the Fall of 2000 until he and his family moved into 59 Cornwells Beach Road in or about 2006. Upon information and belief, there may be additional Winhaven entities or entities associated with Winhaven through which Winston and Ganz also conducted transactions in furtherance of the Winhaven Fraud.

22. Relief defendant 513 Central Park LLC is a limited liability corporation incorporated under the laws of the State of New York. Upon information and belief, Winston was responsible for the formation of 513 Central Park LLC and caused it to purchase an apartment at the Plaza Hotel in Manhattan, specifically located at 768 Fifth Avenue, Apartment 513, New York, New York 10019 (the "Plaza Apartment"). 513 Central Park LLC currently owns the Plaza Apartment as its only asset. Upon information and belief, the market value of the Plaza Apartment exceeds $10,000,000 and, upon further information and belief, Winston fraudulently obtained a mortgage on the Plaza Apartment in the amount of approximately $2,200,000. Upon information and belief, Winston used funds procured through the Winhaven Fraud to purchase the Plaza Apartment. Upon information and belief, Winston associated his wife, Eve, with 513 Central Park LLC to avoid reporting the Plaza Apartment asset to the federal government.

FACTUAL ALLEGATIONS

I. Annette Built A Life In The United States

23. Annette was born in Leipzig, East Germany on June 24, 1946. Culturally and generationally, Annette's parents held the belief that their son would become educated in business and their daughter would marry and bear children. Indeed, it was frowned upon for women to have any business knowledge, and for women to take any part in what was considered men's business. Accordingly, Annette's parents emphasized the importance of arts and culture, and ensured that Annette received an education limited, for the most part, to art and culinary skills.

24. Annette met Edward Strausman ("Strausman") from Great Neck, New York in 1971 on trip to Italy with her parents. Strausman owned and operated a highly successful real estate construction and development company known as Strausman Construction. In 1973, Annette relocated with Strausman to New York, after which they married in 1974 and raised raise their three daughters.[4] Annette became a citizen of the United States in 1984.

25. During the years of their marriage, Annette was never employed, and she never took any part in managing the family finances. She focused solely on raising her three daughters and participating in activities with her temple in Great Neck.

26. In September of 1984, Annette and Strausman divorced. Annette received a generous financial settlement as a result of the divorce.

27. Nearly eight years later in April 1992, Annette married Martin Lorber of Great Neck, New York ("Lorber" or, Annette and Martin collectively, the "Lorbers"). Lorber was a successful and influential business man who owned and operated WorldWide

[4] Annette's eldest daughter is from a previous marriage and was adopted by Strausman.

Footwear, Inc. (previously defined as "WorldWide"). WorldWide manufactured and distributed beach footwear and slippers to North American retailers, including J.C. Penney, Target, and Bed Bath & Beyond.

28. In 1999, the Lorbers established their residence at 59 Cornwells Beach Road in Sands Point, New York.

II. Winston Joined Annette's Family And Endeared Himself To Annette

29. In or around January of 1999, Winston began dating Annette's youngest daughter, Eve. At the time, Eve was merely twenty-two years old, and she was a naïve, impressionable and vulnerable young woman.

30. Winston was a decade older than Eve; an extraordinarily charming man who "wined and dined" Eve in the truest sense of the expression. Winston promised Eve that her care and well-being was first and foremost among his priorities.

31. In April of 2000, Eve and Winston eloped and were married by a boat captain in Florida. Only five months later, Eve gave birth to their first of three daughters.

32. Throughout their courtship and marriage, Winston made every effort to impress and endear himself to Annette, Martin Lorber, and Annette's former husband Edward Strausman, in addition to other extended family. For example, Winston insisted upon accompanying Annette on a pilgrimage to Israel where – in a heroic display of affection – he climbed with her to the top of Masada, the majestic desert fortress overlooking the Dead Sea, and professed that they were now bonded to one another, and that he would eternally love her as if she were his own mother. From that moment, Winston always referred to Annette as "mom."

33. Importantly, Annette thought of Winston as her own son as well.

III. Annette And Martin Lorber Took Out A Line Of Credit With HSBC Bank

34. Throughout the course of the Lorbers' marriage, Lorber determined how he and Annette would invest their assets, with regard to both their marital assets and assets that Annette inherited from her father or received from her previous marriage. In 1999, Lorber opened several securities accounts for Annette with HSBC Securities, notably two securities accounts containing primarily bond investments (the "Securities Accounts"). Lorber and Kevin Neville ("Neville"), the registered representative with HSBC Securities, together determined the investment strategies for Annette's Securities Accounts.

35. In the same year, Lorber determined that WorldWide would benefit from access to a revolving credit facility to meet some of the challenges of an increasingly global marketplace. Accordingly, in or around September 1999, the Lorbers entered into an agreement with HSBC Bank pursuant to which HSBC Bank extended a line of credit to the Lorbers as co-borrowers for the amount of $5,500,000 (the "Credit Line").

36. The Credit Line was a revolving credit facility utilized periodically by Lorber in connection with WorldWide. Credit Line advances taken by Lorber were always timely repaid, and the Credit Line was never drawn to its maximum while used by Lorber. Despite being a co-borrower on the Credit Line, Annette never advanced or used funds from the Credit Line.

37. The Credit Line was secured by a note pursuant to which the Lorbers promised to repay, on demand or at the expiration of one year, the amount of any advances under the Credit Line (the "Note"). Attached hereto as Exhibit B is a true and correct copy of the original agreement from 1999 evidencing the Credit Line and Note (the "Credit Line Agreement").

38. The Credit Line and Note were secured by one of Annette's Securities Accounts held by HSBC Securities, which contained primarily bonds worth approximately $8,000,000.00 at the time (the "Collateral Account").

39. When the Lorbers secured the Credit Line with HSBC Bank in 1999, Ray Finken ("Finken") was the relationship manager at HSBC Bank who was responsible for the Lorbers' Credit Line and all related account activity. Upon information and belief, Finken oversaw the Credit Line until his departure from HSBC Bank sometime in 2009.

IV. Winston Was Investigated And Arrested For Securities Fraud, Wire Fraud, Mail Fraud And Money Laundering

40. Upon information and belief, sometime during the year 2000 Winston learned that his brokerage firm, First United, and many First United principals and employees were under investigation by the United States Attorneys' Office for the Eastern District of New York ("USAO" and "EDNY," respectively) and the Federal Bureau of Investigation ("FBI") for securities fraud, money laundering, and other related criminal activity.

41. Winston was arrested in March 2001 pursuant to an indictment that detailed, among other crimes, "high pressure and deceptive" conduct in connection with purchasing and selling securities to benefit positions Winston held under nominees, "threatening individuals with bodily harm," and making "materially false and misleading statements" to unwitting investors to induce them to purchase or sell securities.[5]

42. Following Winston's arrest in March of 2001 and the related freezing of his assets, his bail in the amount of $1,000,000 was posted by Eve's father, Edward Strausman. Upon further information and belief, Winston improperly used funds from

[5] When Winston was operating First United, he made numerous trips to Switzerland and Lichtenstein. Upon information and belief, Winston holds assets in those jurisdictions, and possibly in others.

Eve's Trust Account to pay for his legal fees in connection with his Probation Memo years later.

43. Despite his arrest and a damning forty-nine count indictment, Winston implored Eve, Annette and the rest of the family to believe that the case against him was unjust. Winston told them that he was, himself, a victim of his business partners' fraud, and that he was wrongly going to lose his ability to work in the securities industry. "Look at what they did to me," Winston used to say to Annette and Eve. Sadly, Annette and Eve believed Winston's lies.

44. Winston was finally sentenced in May 2005 to ten years of probation and ordered to pay restitution in the amount of $108,988,825.50. He was also barred for life from the securities industry.

45. Importantly, Winston falsely represented to Annette that he was "freed" and "released" from the charged crimes because his friends and business associates were the cause of all the criminal activity and he was unjustly caught in the fray. Winston also told Annette that the FBI was so "impressed" with him that the agents asked him to teach FBI courses on how to ferret out and ultimately catch financial criminals.

46. Because Annette was and is unaccustomed to the American justice system, and because English is her second language, she understood the probationary portion of Winston's criminal judgment to be a warning rather than a punishment. Annette was wholly unaware of Winston's enormous restitution order until the Fall of 2011. At no time did Annette understand the severity of Winston's criminal judgment, nor did she understand that he would attempt to hide assets using nominees because of the restitution order.

V. Winston Manipulatively Positioned Himself To Manage Annette's Finances

47. In August 2002, Annette's husband, Martin Lorber, was diagnosed with stage-four lung cancer. Lorber was immediately placed on an aggressive regime of chemotherapy and radiation, though even with treatment his prognosis gave him only one year to live. Midway through his relentless treatment cycle, Lorber was forced to relinquish the operation of WorldWide to his daughter, Stephanie, and his financial advisor, Martin Berger.

48. From shortly after Lorber's diagnosis in August 2002 until he passed away on August 13, 2003, Lorber required Annette's full-time care. Annette abandoned all other activities in her life to tend to Lorber during the year of his illness. Consequently, his death left Annette both emotionally and physically exhausted. Lorber's death also left Annette with a complex state of affairs to sort through in settling his estate – complicated further by Annette's lack of knowledge or involvement in WorldWide or the Lorbers' finances in the years prior.

49. Annette's personal troubles worsened when, one month after Lorber died, Annette's mother in Munich needed emergency hip surgery, after which she would require full-time care during her recovery. Annette was the only person in her family capable of devoting the required amount of time to her mother's care, and so she determined she would go to Munich for one month, and then return frequently thereafter.

50. In witnessing the physical, emotional and mental depletion Annette was experiencing, Winston saw the opportunity for which he had been waiting to reap the benefits of his marriage to Eve and his years spent charming her family.

51. Winston comforted Annette and told her how much he loved her. He told her not to worry about anything in New York; he told her to go to Munich to care for her mother, and he would "take care of everything."

52. Indeed, Winston offered to manage all of Annette's finances, which included ensuring that her bills were paid and that her checking account and Securities Accounts were in good order. Winston further offered to manage her household affairs, including keeping an eye on Annette's large home while she was away and collecting her mail. Finally, Winston offered to oversee the winding down and dissolution of WorldWide, in addition to other of Martin Lorber's affairs. All too conveniently, Winston's offers of "assistance" granted him unfettered access to Annette's personal and financial information, and to the banking relationships established through WorldWide.

53. Annette trusted and relied on Winston. He assured her that he, unlike any professionals she may hire for assistance, truly had her best interests at heart. Winston also assured Annette that Ganz would keep a watchful eye on her accounts so that he could provide the best possible tax advice. In response to Winston's seemingly-kind offer, Annette permitted him to have access to her account statements, brokerage statements and taxes, among other personal information. At the time, Annette was so relieved to have someone to manage her affairs while she spent significant time in Munich caring for her ailing mother.

54. Upon information and belief, between the Fall of 2003 and Winter of 2004, Winston also gained access to account statements, tax and banking information from the WorldWide office under the guise of winding down WorldWide, including the Credit Line account statements that were sent to the attention of Martin Lorber at WorldWide.

VI. The Winhaven Enterprise

55. Upon information and belief, sometime in 2004, Winston established an organization known as Winhaven with the purpose of using nominees to purchase, develop and sell real estate while ensuring that any real estate assets held by Winhaven were disassociated from Winston's name. Upon information and belief, in achieving his purpose, Winston defrauded banks, lenders, institutional and individual investors, avoided tax liabilities, and disguised assets from the federal government that Winston *de facto* owned and operated, thereby perpetrating the Winhaven Fraud.

56. Upon information and belief, Winston's name does not appear in connection with any Winhaven transactions; however, Eve's name appears in connection with most, if not all, Winhaven transactions. Upon further information and belief, Eve was unaware of the use, or of the nature of the use of her name in connection with Winhaven. As alleged below with regard to Annette's signature, upon information and belief, Winston has also forged Eve's signature numerous times in connection with the Winhaven Fraud.

57. Upon information and belief, Winhaven currently owns and operates numerous properties, including the Westhampton Beach Plaza strip mall, a large residential development known as the Fields at Mattituck, a mixed-use building at 640 Broadway in Manhattan, and others.

58. Upon information and belief, Winston and Ganz have enabled Winhaven to purchase these properties by providing false or materially misleading information to lenders, banks, institutional and individual investors, and agencies of the federal government, including but not limited to the Internal Revenue Service and the Department of Justice.

59. Upon information and belief, the Winhaven Fraud has caused widespread damage to the various victims alleged above. For purposes of this Complaint, however, the focus is on one aspect of the Winhaven Fraud – an unfortunate familial betrayal. Specifically, Winston used Annette and Eve as nominees based on the industry reputation of Annette's former husband and Eve's father, Edward Strausman. Winston fraudulently used Annette's and Eve's assets to support the Winhaven Fraud. Winston, together with Ganz and Tehrani, made use of Annette's and Eve's assets primarily by forging or fraudulently obtaining their signatures on many various documents.

60. Winston incorporated the first of many Winhaven entities – Winhaven Associates LLC – in September 2004.

61. Upon information and belief, Winston caused his wife, Eve, to be the principal associated with Winhaven Associates LLC to avoid any connection between his own name and any assets eventually held by Winhaven. Winston listed his home address of 7 Wellington Road in Mattinecock, New York in the Articles of Association for Winhaven Associates LLC. Upon information and belief, the Winstons' home was also held in Eve's name or in the name of a corporate entity.

62. Over the next several years, Winston formed over 15 different Winhaven entities – those defendants collectively referred to herein as "Winhaven" - to pursue various real estate ventures. Upon information and belief, Winston formed these many Winhaven entities to facilitate the transferring of funds between bank accounts associated with these entities, and to provide a corporate cover for his real estate holdings.

63. Winston falsely represented to institutional and individual investors, lenders - and indeed to HSBC representatives overseeing Annette's accounts - that Eve Winston

was a real estate developer and that, together, the Winstons were carrying on "a long history of real estate development in the Long Island and New York area started by Edward Strausman," with Eve now at the helm. The Jonathan Winston Organization website, which touts the Strausman family legacy, is available at http://jonathanwinston.org.

64. To the contrary, Eve has no experience with and no knowledge concerning real estate development. Eve studied acting for a short time at Marymount Manhattan College and Lee Strasberg Theatre & Film Institute, but she did not obtain a degree. And, of course, Eve was married and pregnant by the time she was 23 years old, and had turned her focus toward caring for her husband and family.

65. During the years during Winhaven has served as Winston's enterprise vehicle, Winston verbally and, at times, physically abused Eve until she was a broken spirit. With Eve totally in his control, Winston threatened her into attending investor meetings and signing documents she did not understand in connection with various real estate deals.

66. Upon information and belief, Winston forged Eve's signature on numerous documents in connection with real estate deals conducted through Winhaven; including forged mortgage documents relating to the Plaza Apartment, and forged agreements relating to a financing deal with M&T Bank, which, upon information and belief, recently provided a portion of the financing for Winston to purchase for $32.5 Million the building known as 640 Broadway in Manhattan.

67. At all times, and despite the fact that Winston used Eve as a nominee, Winston controlled Winhaven and any and all of its assets.

VII. Winston, Conspired With Ganz And Tehrani To Steal Funds From Annette's Credit Line To Support The Winhaven Fraud

68. Familiar with bank fraud, wire fraud and mail fraud from his involvement in the First United scheme, Winston knew that he needed various "insiders" to carry out the Winhaven Fraud. For his dishonest purposes, Winston recruited Ganz and Tehrani.

69. Upon information and belief, Winston and Ganz have maintained a friendship for approximately fifteen years, including during their respective times of hardship when Ganz filed for bankruptcy and Winston was indicted for securities fraud. Winston was aware that Ganz operated his own accounting practice from an office at 98 Cuttermill Road in Great Neck, New York. Upon information and belief, sometime between Winston's arrest in 2001 and the Fall of 2004, Winston began keeping a desk in Ganz's office, and he worked there frequently.

70. Upon further information and belief, in or about the Fall or Winter of 2004 – at the same time the first of the Winhaven entities was established - Winston leased his own office space for Winhaven at 98 Cuttermill Road, directly next to Ganz.

71. Upon information and belief, Winston had reason to know that Ganz would participate in the Winhaven Fraud by: (1) lending the perceived credibility of an accountant to Winston's business; (2) serving as an accountant and trustee for Annette in order to provide Winston with access to Annette's personal and financial information; and (3) preparing and filing tax returns and related information for Winhaven, Winston, Annette and other entities in a manner that would assist in masking the Winhaven Fraud.

72. Sometime in 2004, Winston convinced Annette to abandon her former accountant and retain Ganz as her sole accountant. Further, Winston convinced Annette to appoint Ganz as the sole trustee for her daughters' trust accounts, and eventually for the

trust accounts for her three granddaughters – Winston's children. Upon information and belief, Winston used Ganz's position as trustee to tap the funds in his own daughters' trust accounts to support the Winhaven Fraud.

73. Significantly, Winston also told Annette that Ganz was a "genius accountant" who would aid Winston in the winding down and dissolution of WorldWide.

74. With Ganz serving in a broad capacity as essentially the family business advisor, Ganz, and Winston had unlimited access to personal and financial information for Annette and WorldWide.

75. Upon information and belief, Winston also had a past relationship with Tehrani. Winston knew Tehrani from her position as a teller at a North Fork Bank branch in Great Neck near the Winhaven office. Upon further information and belief, Winston maintained Winhaven bank accounts at North Fork Bank and Tehrani dealt frequently with Winston in connection with his banking activities.

76. Upon information and belief, Winston plucked Tehrani from her position at North Fork Bank in or around the Spring of 2005 and hired her to work as his personal assistant in the Winhaven office where – importantly – Tehrani also worked closely with Ganz. Ganz also hired Tehrani's best friend as his own personal assistant

77. Upon information and belief, Winston had reason to believe that Tehrani would participate in the Winhaven Fraud by providing back-office support and using her intimate knowledge of retail banking to manipulate Annette's accounts at HSBC and the accounts of others at different banking institutions.

78. With Tehrani serving as a liaison between Winston and Ganz, Tehrani also had unfettered access to Annette's personal and financial information.

VIII. Winston, Ganz And Tehrani Fraudulently Advanced Funds From Annette's Credit Line With HSBC Bank And Wired The Funds Through Winhaven Bank Accounts

79. Sometime in early 2006, Winston told Annette that he was ready to refocus his energy, get back on his feet and find a new career path now that the First United case was behind him. In that spirit, he asked Annette for a loan to help him in his efforts to purchase, develop and sell real estate. Winston told Annette that he was going to be "bigger than Donald Trump."

80. Specifically, Winston asked Annette for a loan in the amount of $6,000,000 to help him purchase through Winhaven a luxury residential development site known as The Fields at Mattituck on the North Fork of Long Island.

81. Winston promised Annette that her loan would be repaid within six (6) months to one (1) year, and in consideration, Annette would receive a twenty-five percent ownership interest in all of his real estate holdings as a "thank you" for helping him to get back on his feet. Winston confirmed to Annette that she would receive a twenty-five percent interest in his real estate holdings at the law offices of Hahn & Hessen, when Annette was drafting her testamentary will.

82. When Annette asked Winston how he would like to effectuate the loan, Winston encouraged Annette to lend him the money from her Credit Line. Winston explained to Annette that the Credit Line was the easiest and safest way for her to lend him the money because accessing the Credit Line would not affect Annette's liquidity or cash flow, and the securities that served as collateral for the Credit Line would continue to pay the interest that provided Annette – a woman in her early sixties at the time – with her primary source of monthly income.

83. Annette wanted to help her son-in-law, whom she thought had been such an invaluable help to her. Annette agreed to lend Winston the money based on his promise that he would repay the entire amount within a period of six (6) months to one (1) year, and grant her a twenty-five percent ownership interest in his real estate holdings.

84. At the time Annette agreed to loan Winston money from her Credit Line, she was wholly unaware that Winston had already manipulatively gained control of the Credit Line under the guise of winding down WorldWide.

85. Indeed, by the Spring of 2006 when Winston asked Annette for a loan, Winston – with the help of Ganz - had already advanced approximately $2,500,000 from Annette's Credit Line beginning in June 2004, without Annette's knowledge and without her permission.

86. Upon information and belief, Winston and Ganz decided to cover their tracks in 2006 because: (1) they knew they could take advantage of Annette's generosity and naïveté to disguise their fraudulent activities as a legitimate loan, in part to prevent Annette from discovering the abuse of her Credit Line; and (2) they understood that they could manipulate taxes and financial information for Annette, Winhaven and Winston to disguise the fraudulent advances and to disguise the Winhaven Fraud.

87. A Loan History Report for the Credit Line dated April 28, 2012 demonstrates that, during the time period between Martin Lorber's death in August 2003 and June 2, 2011, seventeen advances were taken from the Credit Line. A true and correct copy of the Loan History Report dated April 28, 2012 is attached hereto as Exhibit C.

88. The seventeen advances that occurred after Lorber's death are as follows:

a. $239,001.31, loan no. 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-2; made on June 1, 2004
b. $250,000.00, loan no. 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-3; made on August 16, 2004

c. $300,000.00, loan no. 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-2; made on September 23, 2004
d. $242,881.54, loan no. 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-1; made on October 4, 2004
e. $370,000.00, loan no. 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-0; made on October 6, 2004
f. $250,000.00, loan no. 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-8; made on August 11, 2005
g. $500,000.00, loan no. 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-2; made on August 30, 2005
h. $250,000.00, loan no. 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-7; made on September 29, 2005
i. $800,000.00, loan no. 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-5; made on April 13, 2006
j. $3,500,000.00, loan no. 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-0; made on July 20, 2006
k. $500,000.00, loan no. 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-7; made on February 9, 2007
l. $1,500,000.00, loan no. 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-3; made on April 3, 2007
m. $295,183.74, loan no. 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-1; made on April 3, 2007
n. $500,000.00, loan no. 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-0; made on February 28, 2008
o. $500,000.00, loan no. 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-6; made on May 27, 2011
p. $355,000.00; loan no. 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-0; made on May 31, 2011
q. $40,000.00, loan no. 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-4; made on June 2, 2011

89. Annette has been the sole borrower on the Credit Line since Lorber's death in August 2003; however, Annette has never – not once – advanced funds from the Credit Line for her own use.

90. Upon information and belief, each of the above-listed advances was taken by Winston with the assistance of Ganz, Tehrani and Finken. Upon further information and belief, each advance was taken without Annette's knowledge or permission, either by forging Annette's signature, or by obtaining her signature through fraud and deceit.

91. While many of the above-enumerated advances appear to have been repaid, the following advances remain outstanding to date:[6]

[6] These advances appear to have been assigned new loan numbers when Givelechian and HSBC Bank finally removed Martin Lorber's name from the Credit Line in November 2011 – eight years after his death – and only after Annette made HSBC Bank aware that she had not been receiving Credit Line account statements and that she believed there to be odd activity in the account

a. $4,000,000.00, loan no. 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-1; former loan no. 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-0; advanced in two stages on July 20, 2006 and February 28, 2008;

b. $1,500,000.00, loan no. 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-4; former loan no. 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-3; advanced on April 3, 2007;

c. $500,000.00, loan no. 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-2; former loan no. 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-6; advanced on May 27, 2011;

d. $355,000.00, loan no. 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-0; former loan no. 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-0; advanced on May 31, 2011; and

e. $40,000.00, loan no. 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-3; former loan no. 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-4; advanced on June 2, 2011.

92. Thus, Annette's Credit Line is presently drawn nearly to its maximum, with a total outstanding principal debt of $6,395,000 of the $6,500,000 available, plus interest and penalties. The monthly interest payments on the total debt are approximately $16,000.00.

93. Upon information and belief, the seventeen advances from the Credit Line between June 1, 2004 and June 2, 2011 were fraudulently taken by Winston to support the Winhaven Fraud. Upon further information and belief, Winston was assisted at various times during that period by Ganz, Tehrani or Finken, or any combination of the three.

94. Upon information and belief, in the Fall of 2003, Winston used his role in winding down WorldWide to gain access to the Credit Line account statements that were sent to Martin Lorber at the WorldWide office in Valley Stream.

95. Upon information and belief, between the Fall of 2003 and Spring of 2004, Winston developed a relationship with Finken at HSBC Bank under the guise of paying down any outstanding advances on the Credit Line as part of winding down WorldWide.

96. Upon information and belief, sometime between late 2003 and 2004, Winston directed Finken to reroute the Credit Line account statements from the

WorldWide office to the attention of Ganz at 98 Cuttermill Road, and Finken complied with Winston's direction without obtaining Annette's permission.

97. Upon information and belief, between June 1, 2004 and the Spring of 2006, Winston – with the assistance at various times of Ganz, Tehrani, Finken, or all three – effectuated approximately eight (8) advances from the Credit Line for a total of approximately $2,401,882.85. Each of these advances was taken without Annette's knowledge or permission by unknown means.

98. Upon information and belief, between April 2006 and June 2011, Winston – with the assistance at various times of Ganz, Tehrani, Finken, or all three – effectuated approximately nine (9) more advances from the Credit Line for a total of approximately $7,990,183.74. Upon further information and belief, Winston and his co-conspirators advanced these funds by forging Annette's signature on advance requests and other related documents, or by obtaining Annette's signature through fraud and deceit by misrepresenting the nature and purpose of the documents she was to sign.

99. Despite Annette's agreement in the Spring of 2006 to loan Winston money, Annette was wholly unaware that her Credit Line was continuously abused between June 2004 (indeed, prior to her agreement to lend Winston money) and June 2011.

100. Shockingly, when Annette asked HSBC Bank for documentation supporting each of the seventeen Credit Line advances, Cristina Givelechian ("Givelechian") from HSBC Bank – who assumed responsibility for the Credit Line sometime after Finken's departure - stated that she has no such documentation.

101. Givelechian was only able to provide copies of four documents: (1) the 2011 Credit Line renewal agreement (the "2011 Renewal") dated May 31, 2011; (2) the

accompanying Statement of Purpose for an Extension of Credit Secured by Margin Stock agreement dated May 31, 2011 (the "Stock Agreement"); and (3) three nearly-contemporaneous advance requests dated May 27, 2011 (two requests) and June 2, 2011 (the "2011 Advance Requests"). True and correct copies of the 2011 Renewal, the Stock Agreement and the 2011 Advance Requests are attached hereto collectively as Exhibit D.

102. Annette's signature was forged on the 2011 Renewal, the Stock Agreement and the 2011 Advance Requests (together, the "2011 Loan Documents"). Annette's signature was forged by cutting her true signature from another document, pasting the signature onto the 2011 Loan Documents, and photocopying the 2011 Loan Documents so that the signatures appear true.

103. Annette believes the signatures on the 2011 Loan Documents - and likely other documents that HSBC Bank was unable or unwilling to provide – to be forgeries because: (1) Annette never signed the 2011 Loan Documents; (2) the placement of the signatures on the various pages is notably askance; (3) there is significant evidence of photocopying marks surrounding the signatures; and (4) the signatures on each of the 2011 Loan Documents appear to be the exact same signature used repeatedly. Importantly, when Annette confessed her belief to Eve concerning the forged signatures on the 2011 Loan Documents, Eve informed her that she had once seen Tehrani in the Winhaven office cutting, pasting and photocopying Annette's signature precisely in the manner suspected.

104. Givelechian also confirmed that she spoke and corresponded directly with Winston, Ganz, and Tehrani concerning the 2011 Loan Documents. Indeed, both Winston and Ganz contacted her in connection with the May 27, 2011 advance requests to inquire

about the availability of additional funds because the total amount of the advances they sought exceeded the available funds on the Credit Line.

105. Pursuant to requests made by Winston or Ganz, or both, to increase the Credit Line, Givelechian processed the 2011 Renewal and attendant increase with the understanding that additional funds would be advanced immediately following the increase. Givelechian confirmed that she received these instructions directly from Winston and Ganz, without authority from Annette. Upon information and belief, Tehrani copied, cut and pasted Annette's signature on the 2011 Loan Documents in order for Givelechian to process the 2011 Renewal and 2011 Advance Requests.

106. The funds from each of the 2011 Advance Requests were wired to accounts associated with Winhaven; specifically to account no. 020251513 belonging to Winhaven Realty LLC and account no. 020252641 belonging to Winhaven Development Corp.

107. Upon information and belief, and in addition to the forged 2011 Advance Requests, each of the advances from the Credit Line between June 2004 and June 2011 were extended based on documentation forged by Winston, Ganz or Tehrani, or a combination of all three, or were extended based on documentation bearing Annette's signature obtained through fraud and deceit by misrepresenting the nature and purpose of what she was asked to sign.

108. Upon information and belief, any documents relating to advances on the Credit Line that bear Annette's true signature were offered to her in blank form by Winston and Ganz in 2006 and 2007, and they misrepresented to Annette that such documents were "required by the bank" to "extend" Winston's time to repay Annette's original loan from 2006. Upon further information and belief, such documents were later

completed by Winston, Ganz or Tehrani with specific dollar amounts and fraudulently proffered to HSBC Bank to advance additional funds from the Credit Line.

109. Upon information and belief, Winston, Ganz and Tehrani caused payments of both interest and principal to be made in connection with advances from the Credit Line from June 2004 through at least June 2011 so that they could continue to abuse the Credit Line, and to prevent Annette from discovering their continuous and extensive use of the Credit Line.

110. The majority of the payments made toward the Credit Line were from HSBC checking account no. 020248652. This checking account was not opened by Annette, though it bears her name. Upon information and belief, Winston opened the account in Annette's name without her knowledge in the Spring of 2007. Upon further information and belief, Winston opened the account through the Carle Place branch of HSBC Bank, where he had an established relationship with a personal banker named Jim Young.

111. Surprisingly, when Annette requested copies of the account-opening documents for account no. 020248652 on March 14, 2012, HSBC refused to provide such documentation, stating that it was against HSBC Bank policy to provide signature cards, even to the purported signatory.

112. Upon information and belief, the account-opening documents and signature card associated with account no. 020248652 do not bear Annette's true signature, or, her signature was obtained by Winston, Ganz or Tehrani through fraud and deceit by misrepresenting the nature and purpose of what she was asked to sign.

113. Winston stopped making regular interest payments on the Credit Line in or around the Summer and Fall of 2011 and into the Spring of 2012, causing damage to Annette's credit rating, incurring compounded interest debt on the Credit Line, and placing the securities in Annette's Collateral Account at risk of being seized by HSBC Bank to satisfy the delinquent Credit Line.

114. Indeed, HSBC Bank threatened several times in the Spring of 2012 to seize and sell the securities in the Collateral Account if payments on the Credit Line were not made.

115. In addition to forging Annette's signature and submitting forged or otherwise false documents to HSBC Bank to advance money from the Credit Line, Winston and Ganz advised Annette that she should never touch the securities in the Collateral Account.

116. From 2008 to 2010, Winston and Ganz advised Annette in connection with her will and with other inheritance plans for her children and grandchildren. Winston and Ganz advised Annette that she should leave the Collateral Account untouched so that it could grow, rather than divide the account into various trusts for her children and grandchildren as Annette wanted to do. Winston and Ganz falsely advised Annette that the nature of the investments in her Collateral Account was such that the investments would not provide the same growth and benefit if placed into several different accounts.

117. Upon information and belief, the true intent of Winston and Ganz was to ensure that sufficient collateral was available to support their fraudulent advanced from the Credit Line in furtherance of the Winhaven Fraud. Upon further information and belief,

Winston and Ganz were aware that any significant changes to the Collateral Account would have alerted Annette to the significant balance outstanding on the Credit Line.

118. Further, at times when Annette required additional money, Ganz advised her to sell securities in her IRA Account rather than her Collateral Account because the tax consequences from withdrawing funds from the Collateral Account would be significant.

119. Upon information and belief, Ganz knowingly misrepresented the consequences of withdrawing funds from Annette's IRA Account versus her Collateral Account, and, in reality, the consequences of withdrawing funds from her IRA Account were much worse. For example, in connection with her 2011 tax returns, Annette was forced to pay $109,801 in taxes relating to withdrawals from her IRA Account based on the advice she received from Ganz.

120. Upon information and belief, Ganz misrepresented the true tax consequences of withdrawing funds from the IRA Account versus the Collateral Account because he was protecting the Collateral Account for the benefit of Winston and the Winhaven Fraud.

121. Upon information and belief, Ganz had been masking any tax consequences relating to withdrawals from Annette's IRA Account prior to 2011 by offsetting those tax liabilities with business losses claimed in connection with his and Winston's fraudulent activities concerning WorldWide and Amphitrite.

IX. Eva Tehrani Was Responsible For Wiring Funds To Support The Winhaven Fraud

122. Winston used his wife, Eve, as a nominee in connection with the Winhaven Fraud and also assumed control of her bank accounts to serve his fraudulent purposes.

123. With control over Eve's accounts, Winston and Ganz instructed Tehrani to move funds among Eve's accounts, various Winhaven accounts, and Annette's accounts.

124. As early as June 2007, and possibly much earlier, Tehrani purported to operate with Eve's authority in sending e-mails to various representatives at HSBC Bank instructing HSBC Bank to transfer funds among various accounts.

125. For example, on June 1, 2007, Tehrani, acting as Eve Winston, requested HSBC Bank to "journal from my [Eve's] personal checking account # 02025227 the amount of $27,401.52 to Annette Lorber loan account # 020258674," and to "transfer from Winhaven Assoc. LLC account # 020252505 the amount of $5,000 to Winhaven Dev. Corp. account # 020252641." Attached hereto as Exhibit E is the June 1, 2007 e-mail from Tehrani to Gloria Espenas at HSBC Bank.

126. Tehrani sent these e-mail instructions either from her own e-mail account with Winhaven - etehrani@winhavengroup.net - or through Eve's e-mail account with Winhaven – ewinston@winhavengroup.net. Upon information and belief, Eve never had access to the Winhaven e-mail account in her name, and was not aware that it existed until recently. Attached hereto as Exhibit F is nearly one full year of such e-mail instructions from April 20, 2010 through March 31, 2011, Annette neither knew about nor authorized these transfers.

127. As demonstrated by the email instructions in Exhibit F, Tehrani communicated with numerous individuals from HSBC Bank, including Stephanie Bruno, Kathryn Laudati, Lourdes Mosquito, Givelechian and others to wire funds to and from the following accounts:

i. Eve Winston's personal checking account;
ii. Annette Lorber's loan account (to pay the Credit Line);

iii. Amphitrite LLC account;[7]
iv. Winhaven Development account;
v. Winhaven Realty account;
vi. Winhaven Holdings account;
vii. Winhaven Associates account;
viii. Winhaven Boerum account;
ix. Winhaven Group account;
x. Winhaven Management account.

128. Annette was wholly unaware that Winston and Ganz were directing Tehrani to transfer funds among the above-enumerated accounts. Annette never gave Winston, Ganz or Tehrani permission to transfer funds in and out of her accounts for any purpose.

129. Indeed, the "loan account" in Annette's name to which Tehrani transferred funds to make payments on the Credit Line was opened by Winston without Annette's knowledge through Jim Young at the Carle Place branch of HSBC Bank.

X. HSBC Was Aware Of Winston's Activities In Connection With Annette's Credit Line and Egregiously Prevented Annette from Discovering the Fraud

130. To be sure, Winston could not have abused Annette's finances to support the Winhaven Fraud without the complicity and negligence of HSBC Bank and HSBC Securities.

131. Specifically, HSBC Bank and HSBC Securities, through their representatives, were aware of or were willfully blind to the Winhaven Fraud. In addition, HSBC Bank's representatives failed to perform even a modicum of due diligence with regard to Winston, Ganz – and even with regard to their client, Annette – in order to ensure that Annette's accounts were handled reasonably.

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[7] Amphitrite LLC, as alleged in more detail below, is a limited liability company in Annette's name that owned a 75' yacht purchased by Winston and mortgaged in Annette's name.

132. The HSBC Defendants' activities must be considered in light of the recent Justice Department probe concerning "lax regulatory-compliance practices" that allowed HSBC Bank units to be used for money laundering purposes, in connection with which HSBC's Chief Executive acknowledged that "'we failed to spot and deal with unacceptable' behavior." Evan Perez, *HSBC Nears Pact In Launder Inquiry*, THE WALL STREET JOURNAL, July 16, 2012, at C1.

A. Finken Knew About Or Was Willfully Blind To The Winhaven Fraud

133. From the inception of the Credit Line in or around 1999, Finken was the relationship manager at HSBC Bank who oversaw the Credit Line and all related activity.

134. Finken met with the Lorbers in 1999 when they entered into the Credit Line Agreement with HSBC Bank. Finken also met with Martin Lorber several times over the next four years to discuss and renew the Credit Line. Accordingly, Finken was personally aware of who the Lorbers were, the purpose for which they took out the Credit Line, the manner in which payments toward the Credit Line were made, and the manner in which annual renewals of the Credit Line were effectuated.

135. Importantly, Finken was responsible for sending all account statements for the Credit Line to the attention of Martin Lorber at his WorldWide office in Merrick, New York.

136. When Lorber died in August 2003, Finken attended Lorber's funeral.

137. Lorber's funeral was the last time Annette ever saw Finken. At no time after Lorber's death did Finken ever meet with Annette to discuss the future use or purpose of the Credit Line, even though Annette was then the sole borrower on the Credit Line and her Collateral Account secured the Credit Line.

138. As the Loan History Report, Exhibit C, demonstrates, payments continued to be made on Credit Line after Lorber's death in connection with advances Lorber took for WorldWide. However, despite the fact that WorldWide was on its way toward dissolution, additional advances began to be taken from the Credit Line in June 2004.

139. Upon information and belief, Finken was aware of the continued activity on the Credit Line following Lorber's death because he was responsible for receiving and processing any advance requests in connection with the Credit Line.

140. Upon information and belief, Finken communicated solely with Winston and Ganz about the Credit Line from the time Lorber died until Finken left HSBC Bank.

141. Upon information and belief, Finken acted without Annette's permission in allowing – and indeed assisting - Winston to advance funds from Annette's Credit Line to support the real estate activities that were the objective of the Winhaven Fraud.

142. At some point in time following Lorber's death in August of 2003, the Credit Line account statements were re-routed from the WorldWide office at 1745 Merrick Avenue in Merrick, New York to Ganz's office at 98 Cuttermill Road in Great Neck. However, the account statements were still addressed to the attention of Martin Lorber, care of Ganz. The account statements remained addressed in this fashion until Annette discovered the Winhaven Fraud in the Fall of 2011.

143. Finken was responsible for overseeing the Credit Line, and for ensuring that Credit Line account statements were sent to the attention of the borrower at the correct address. Finken, acting with full knowledge of Lorber's death in August 2003: (1) never met with the remaining borrower on the Credit Line – Annette - to determine its future use; (2) allowed Winston to continue making payments on and drawing advances from the

Credit Line without Annette's permission; (3) allowed Winston to change the address to where Credit Line account statements were sent without Annette's permission; and (4) continued disseminating Credit Line account statements in the name of a dead man to an unapproved recipient – Ganz – until Annette discovered the Winhaven Fraud in Fall 2011.

144. What is particularly egregious about Finken's handling of the Credit Line is that Annette – having never received Credit Line account statements in the past – never knew what she was missing when she failed to receive Credit Line account statements after Lorber's death. The abject failure on the part of Finken and HSBC Bank to ensure that Annette received Credit Line account statements prevented Annette from becoming aware of the pattern of fraudulent activity in connection with the Credit Line.

145. Upon information and belief, Finken was aware that Winston and Ganz were fraudulently manipulating Annette's Credit Line, or Finken was willfully blind to the same. In any event, Finken should have been aware of the fraudulent use of the Credit Line, and even a scrap of due diligence – something as simple as meeting with or calling Annette - would have avoided years of fraudulent activity and damage to Annette.

B. Neville Knew About Or Was Willfully Blind To The Winhaven Fraud

146. Neville, on behalf of HSBC Securities, also prevented Annette from realizing that her Credit Line was being abused by Winston and Ganz.

147. Similarly to Finken, Neville met with the Lorbers in 1999 when they opened Annette's Securities Accounts with HSBC Securities. Since the inception of the Securities Accounts, Neville has been the registered representative responsible for the Securities Accounts, and those accounts have been non-discretionary. Until his death, the sole person with trading authority in the Securities Accounts was Martin Lorber.

148. Neville met with the Lorbers several times per year to discuss the status of the Securities Accounts. Accordingly, Neville was personally aware of who the Lorbers were, and their needs and wishes regarding Annette's Securities Accounts. Importantly, Neville was responsible for sending all account statements for the Securities Accounts to the attention of Annette Lorber at 59 Cornwells Road, and later to her current address at 3 Cedar Lane.

149. The Collateral Account statements that Neville sent to Annette never specified that the securities contained in the Collateral Account were specifically encumbered. Further, the Collateral Account statements never specified what percentage of the securities was pledged to the corresponding outstanding balance on the Credit Line. When Annette received her Collateral Account statements and saw that nothing had substantially changed with regard to the value, Annette relied on those statements in believing that the Collateral Account was unencumbered and therefore safe.

150. In addition, Neville permitted Winston and Ganz to trade in Annette's Securities Accounts. Attached hereto as Exhibit G is a copy of a fax from Neville to Winston and Ganz dated November 9, 2005 attaching a list of securities in Annette's IRA and Collateral Accounts, and asking for their review and discussion concerning the investments.

151. Annette never gave permission for Ganz, Winston or anyone else to trade in her Securities Accounts.

152. After Lorber died, Neville would meet several times per year with Winston.

153. At these annual meetings, Winston and Neville would discuss trading strategies and securities picks. Neville would always have available Annette's Collateral

Account statement, which detailed the allocation of securities in Annette's Collateral Account – but failed to note that the securities were, in fact, encumbered.

154. At no time when Winston and Neville were reviewing Annette's investments and discussing further investment strategies did Neville ever inform Annette of the percentage or value of her Collateral Account that was encumbered by advances on the Credit Line, and therefore at risk. In this regard, Neville omitted material information with respect to Annette's Collateral Account that would have, at a minimum, affected her investment choices and, more importantly, made her aware of the fraudulent activity relating to her Securities Accounts and Credit Line.

155. Further, in all the meetings during which Neville discussed investment strategies with Winston on behalf of Annette, Neville was discussing such strategies with a convicted felon barred from associating with a broker-dealer, which information is publicly available.

156. At some time after becoming her accountant in 2004, Ganz told Annette that he needed online access to her Securities Accounts for unspecified "tax purposes." Upon information and belief, Ganz and Winston accessed Annette's Securities Accounts online to ensure that the Collateral Account was sufficient to support their continuous fraudulent advances from the Credit Line.

157. Neville sent materially misleading Collateral Account statements to Annette. He allowed unauthorized individuals to trade in her Securities Accounts. What is more, Neville discussed and accepted trade orders for Annette's Securities Accounts from Winston and Ganz – neither of whom were authorized to trade in Annette's Securities Accounts.

158. Upon information and belief, Neville was aware of the advances taken from the Credit Line because Finken and Givelechian would communicate with Neville concerning the collateral available to secure the Credit Line. Upon further information and belief, Neville was aware that Winston – not Annette – was advancing funds from the Credit Line.

C. Givelechian's Utter Lack Of Due Diligence Exacerbated The Damage Caused By The Winhaven Fraud

159. When Givelechian assumed responsibility for Annette's Credit Line in 2009, she was not aware of the fraud she inherited. However, Givelechian failed to perform any due diligence whatsoever with regard to the Credit Line.

160. Givelechian has never – not to this day – met Annette. Yet Givelechian permitted advances on and extensions of Annette's Credit Line based on representations made by Winston and Ganz. Indeed, when Givelechian assumed control of the Credit Line, her introductory meeting was with Winston and Ganz, along with Eve, whom Winston forced to attend.

161. At the introductory meeting with Givelechian, Winston and Ganz represented to Givelechian that they were part of a "family" real estate development company, and that Annette permitted the use of her Credit Line to support the family's real estate ventures. Givelechian presumed – without any documentation or authorization from Annette – that this was simply the manner in which the family conducted business, and so she went along with what she was told. Givelechian admitted that, in her correspondence with Tehrani regarding advances and wire transfers, she believed that Tehrani was Eve Winston.

162. Despite Winston's representations, and despite Givelechian's knowledge that Martin Lorber died in 2003, Givelechian continued to maintain the Credit Line in Lorber's name and send account statements in Lorber's name care of Ganz.

163. Givelechian's failure to handle Annette's Credit Line in a reasonable manner exacerbated the damage that began with Finken's knowing participation in Winston's scheme, and caused Annette's Credit Line to be drawn to its maximum. However, when Givelechian stopped receiving interest payments and answers to her demands from Winston, Ganz and Tehrani, she came after Annette to collect payments and penalties owed. The first time Givelechian ever spoke with Annette was in the Fall of 2011 when several months' payments on the Credit Line were delinquent.

XI. Winston And Ganz Victimized Annette In Numerous Other Ways In Connection With The Winhaven Fraud

A. Winston Induced Annette To Loan Him $500,000 To Post A Bond For Winhaven's Purchase Of 640 Broadway For $32.5 Million

164. In or around June 2011, Winston approached Annette for a loan of $500,000 to post as a bond in connection with Winhaven's purchase of the building located at 640 Broadway in Manhattan. Winston promised to repay the loan within two weeks, during which time Winston knew Annette would be travelling to Munich to settle the affairs of her recently-deceased mother. Winston again promised Annette a twenty-five percent ownership interest in 640 Broadway in exchange for the loan.

165. Annette - who was unaware at the time that nearly her entire Credit Line had been advanced by Winston - agreed to lend Winston the $500,000 he requested.

166. To effectuate this loan, Winston instructed Neville at HSBC Securities to liquidate $500,000 worth of bonds from Annette's uncollateralized Securities Account and

to transfer the proceeds to Winston. Winston represented that the $500,000 would be returned in a period of two weeks, knowing that he never intended to repay the $500,000.

167. Annette never gave Neville permission to liquidate the bonds or to transfer the proceeds to Winston.

168. Upon information and belief, the $500,000 loan from Annette was used to post a bond required by M&T Bank and other parties in connection with Winhaven's purchase of 640 Broadway.

169. Upon further information and belief, this loan from Annette permitted Winston to continue with the financing process required for Winhaven purchase 640 Broadway, which included forging Eve's signature on various documents and providing false financial information to M&T Bank, to the seller and to other investors and financiers in connection with Winhaven's purchase of 640 Broadway.

170. To date, Winston has not repaid the $500,000 to Annette.

B. Winston Purchased A Yacht In Annette's Name And Caused Annette To Be Liable On The Associated Mortgage

171. For the entire time Annette has known Winston, he owned a yacht on which he entertained friends, family, bankers, investors, and others that Winston was eager to impress. From approximately 2002 until 2008, Winston owned a yacht that he named - in a nod to Annette's heritage - the "Bavarian Lady."

172. Upon information and belief, Winston owned the Bavarian Lady in Annette's name. When he purchased the Bavarian Lady, Winston explained to Annette that he wished to remain "humble" and did not wish to own such flashy items in his name, and that the yacht was really for his family to enjoy.

173. In 2008, Winston informed Annette that he wanted to purchase a newer, bigger yacht. Winston told Annette that he would purchase the yacht through a company, and asked if he could associate Annette's name with the company so that he could continue to remain humbly disassociated from the yacht.

174. Ganz further explained to Annette that owning the yacht through a company would provide significant tax savings and other benefits for her. Indeed, Ganz was instrumental in convincing Annette that it was "safe" for her to serve as the sole member of Amphitrite LLC. To be sure, Annette had no understanding of the savings or benefits Ganz described.

175. Annette, knowing that her daughter Eve had always enjoyed time on the Winstons' yacht, agreed to be associated with the holding company for the yacht. Annette also agreed to act personally as a guarantor for the loan on the yacht based on Winston's representations that he had plenty of money to afford the boat, and that he would make the monthly payments "just like the previous arrangement." Winston said that he and Annette could make a "handshake deal."

176. In May of 2008, Winston formed Amphitrite LLC. In the Amphitrite LLC Limited Liability Company Agreement ("Amphitrite LLC Agreement"), Annette is named as the sole member. Not surprisingly, the address listed in the articles of association is 98 Cuttermill Road in Great Neck, New York, care of Sheldon Ganz.

177. Winston thereafter caused Amphitrite LLC to purchase a 75-foot 2008 Azimut yacht, Collateral Identification Number XAX75032F708, fully customized and lavishly decorated. The yacht was also called the Amphitrite, after the Greek sea goddess who was the wife of Poseidon (the "Amphitrite" or the "Boat").

178. Winston financed the purchase of the Amphitrite with a loan from Bank of America in the amount of $3,153,733 (the "Boat Loan"). The Boat Loan was extended to Amphitrite LLC, for which Annette is the sole member, and guaranteed by Annette personally via the Simple Interest Loan Note, Disclosure and Security Agreement dated May 21, 2008 (the "Boat Loan Agreement"). The accompanying Affidavit of State Execution and Delivery of Promissory Note evidencing the Boat Loan was also signed by Annette on May 21, 2008; however, the notarization of the document occurred outside Annette's presence, despite the notary's affidavit stating that Annette appeared in person. Upon information and belief, Winston has obtained numerous false notarizations on documents bearing Annette's signature. Attached hereto as Exhibit H is a copy of the Boat Loan Agreement and Notarization dated May 21, 2008.

179. When Annette signed the Boat Loan Agreement on May 21, 2008, she understood only that: (1) Winston would make the monthly payments; and (2) Ganz would ensure that Annette received the tax benefits and savings he had promised.

180. As the Boat Loan Agreement indicates, the monthly payment for the Boat Loan was approximately $22,576.42. Upon information and belief, Winston opened a bank account at HSBC Bank in the name of Amphitrite LLC so that he could fund the account to make the monthly Boat Loan payments. Winston opened the Amphitrite LLC account without Annette's knowledge.

181. All account statements for Amphitrite LLC were sent to Ganz at 98 Cuttermill Road. Upon information and belief, Ganz was responsible for making, or directing Tehrani to make, the payments on the Boat Loan.

182. As alleged above, Tehrani transferred funds from Eve's checking account and various Winhaven accounts to the Amphitrite LLC account to make payments on the Boat Loan. Upon information and belief, certain funds used to make these payments originally came from the advances taken from Annette's Credit Line.

183. Winston, Ganz and Tehrani made the monthly payments on the Boat Loan from the Amphitrite LLC bank account until the Fall of 2011 when several payments were missed or rejected due to insufficient funds in the Amphitrite LLC account.

184. During the time that Winston, Ganz and Tehrani were making payments on the Boat Loan, they made many late payments and further allowed the Amphitrite LLC account to run consistently at a deficit, incurring many charges for late fees and insufficient account funds.

185. After the monthly payments on the Boat Loan went unpaid for several consecutive months in the Fall of 2011, Bank of America contacted Annette for payment. Annette could not afford to make the monthly Boat Loan payments, nor was she expected to make such payments per her agreement with Winston.

186. Bank of America exercised its right under the Boat Loan Agreement to repossess the Amphitrite in February 2012. Annette received notice of the repossession and intent to sell on February 27, 2012.

187. The balance on the Boat Loan at the time of repossession was approximately $2,898,667.71. In an effort to save her credit rating and avoid the foreclosure process, Annette furiously began exploring the possibility of assuming the monthly payments and retaking possession of the Amphitrite with the hope of selling it herself for a higher price than what Bank of America may endeavor to obtain.

188. After determining that she there was no way for her to afford the monthly payments, and gathering research indicating that any sale of the Amphitrite would result in a significant deficiency in any event, Annette relinquished the Amphitrite and now awaits news of the deficiency total from Bank of America.

189. Bank of America estimated the deficiency on the Boat Loan following the sale of the Amphitrite to be over $1,000,000.

190. In addition, Annette's credit has been severely blemished by the repossession and charge-off relating to the Boat Loan. Because of the charge-off relating to the Boat Loan reflected on Annette's credit, American Express revoked two credit cards that Annette has held for approximately ten years, despite the fact that she has never missed or been late with a payment.

191. In addition to the damages resulting from the repossession of the Amphitrite, there were - unbeknownst to Annette - financials and taxes prepared for Amphitrite LLC by Ganz, which have also been abandoned and left to accumulate debts.

192. Upon information and belief, Winston and Ganz manipulated Amphitrite LLC to run at a loss for tax purposes.

193. Further, Winston and Ganz failed to ensure that certain taxes were paid for Amphitrite LLC since the tax period ending June 30, 2010. Indeed, Annette recently received a Notice of Intent to Levy and Notice of Your Right to a Hearing from the Internal Revenue Service ("IRS") dated April 16, 2012 (the "IRS Notice"). The IRS Notice indicated that certain unpaid taxes in the amount of $38,953.04 were outstanding for Amphitrite LLC. The IRS Notice further indicated that quarterly federal tax returns

and federal unemployment tax returns have not been filed for the period ending December 31, 2010 or anytime thereafter.

194. These past-due tax payments appear to concern employee-related taxes for the captain and first mate that Winston hired and employed on the Amphitrite through Amphitrite LLC. Annette also received a document from the IRS dated April 24, 2012, which indicated that Amphitrite LLC owed $15,870 in employee trust-related taxes, such as FICA withholdings.

195. To avoid having liens taken against her home or apartment, Annette and her current accountant worked with the IRS to determine the outstanding taxes owed pursuant to the IRS Notice. On or around June 6, 2012, Annette wrote approximately fifteen checks payable to the IRS totally approximately $62,111.640 in satisfaction of the IRS Notice. Such payment, however, does not include any penalties assessed by the IRS, which are still to be determined.

196. The outstanding taxes are especially surprising considering that Amphitrite LLC paid over $80,000 in wages to the captain of the Amphitrite and his first mate. Upon information and belief, Amphitrite LLC employed the boat captain until the time the Amphitrite was repossessed in February 2012. Upon information and belief, the first mate, Elizabeth Hossfeld, went to work for Winston in the Manhattan office of Winhaven sometime in the past year. Upon further information and belief, salary and related taxes for these employees were withheld but not paid to the IRS.

C. **Winston And Ganz Falsely Represented To Annette That WorldWide Was Dissolved, But They Continued WorldWide As A Tax Cover**

197. As previously alleged, Winston told Annette that he would oversee the winding down and dissolution of WorldWide as a favor to her, and that Ganz would assist.

198. Winston and Ganz represented to Annette that they sold the WorldWide office in Merrick, New York sometime in 2005. Winston and Ganz further represented to Annette that all inventory was disposed of, all accounts settled and that WorldWide was effectively closed sometime in 2006.

199. However, in the course of discovering that her Credit Line had been used to support the Winhaven Fraud, Annette discovered WorldWide tax returns prepared by Ganz for 2007, 2008 and 2009. The 2009 WorldWide tax returns, attached hereto as Exhibit I, indicate that WorldWide's business address was 98 Cuttermill Road, Suite 364 – better known as Ganz's office.

200. Further, the 2009 WorldWide tax returns indicate that Annette is the sole shareholder of WorldWide, which was unknown to Annette. In addition, Annette's address is listed as 59 Cornwells Beach Road, though Annette no longer lived at that address in 2009. Indeed, Winston lived at 59 Cornwells Beach Road in 2009.

201. In substance, the 2009 WorldWide tax returns demonstrate that Ganz declared an ordinary business loss for WorldWide in 2009 in the amount of $204,543, which loss was attributed to interest. The interest is attributed to liability line items listing a mortgage, note or bond payable within one year in the amount of $1,825,080 and a shareholder loan in the amount of $3,239,775 payable by year end.

202. Annette, as the sole shareholder, never extended any shareholder loans to WorldWide, which she believed had ceased operations and dissolved three years prior. Upon information and belief, Winston and Ganz declared the funds they fraudulently advanced from Annette's Credit Line as shareholder loans for WorldWide, and then deducted the interest as a business loss for WorldWide. Upon further information and

belief, none of the money fraudulently advanced from Annette's Credit Line went to WorldWide – which had no operating activity – but rather went to Winhaven to support the Winhaven Fraud.

203. In addition, and much to Annette's dismay, it appears that Ganz declared WorldWide's loss of $204,543 on Annette's 2009 personal tax returns as a "non-passive loss" associated with WorldWide.

204. Annette never understood how to read or comprehend her tax returns, and she never realized that Ganz was declaring WorldWide losses long after she believed WorldWide to have been dissolved. Annette relied on Ganz to prepare her taxes accurately and truthfully and, until she discovered the Winhaven Fraud, never had reason to believe she could not rely on Ganz.

205. Upon information and belief, a tax lien was filed against WorldWide as recently as 2011. The nature of the tax lien is unknown to Annette. Upon further information and belief, WorldWide was finally dissolved by decree in January 2012 – six years after Annette believed WorldWide to be dissolved based on representations made by Winston and Ganz.

D. Winston Handled The Purchase Of Annette's Home And Apartment

206. In April of 2007, Winston purchased Annette's home at 59 Cornwells Beach Road in Sands Point, New York so that he could live there with Eve and their children. Winston purchased the home in Eve's name.

207. When Winston first approached Annette about purchasing 59 Cornwells Beach Road, he expressed his wish that Annette continue to live there with his family and that he would ultimately build her a smaller house on the same property. He explained that he wanted her under his roof because he loved her as his own mother and wanted to ensure

that she was cared for properly. Upon information and belief, Winston wanted to keep Annette within his control so that he could further manipulate her and her finances.

208. Annette and Winston came to an arrangement by which he would pay her only $50,000 of the $6,000,000 purchase price for 59 Cornwell's Beach Road until he could sell the Winstons' prior home at 7 Wellington Road. Two years went by without further payment and, upon information and belief, Winston failed to make a good faith effort to sell 7 Wellington Road, including by turning down several bona fide offers.

209. Finally, in 2009 when Annette learned that zoning would not permit her to build a smaller house on the 59 Cornwells Beach Road property, she determined that she could not live peacefully in the same house with three young children and should buy her own house nearby.

210. In early 2009, Annette purchased 3 Cedar Lane in Sands Point, New York, which is a very short distance from 59 Cornwells Beach Road. Winston, apologizing for the delay in payment for 59 Cornwells Beach Road, promised to pay for the purchase of 3 Cedar Lane on Annette's behalf to satisfy a portion of the purchase price for 59 Cornwells Beach Road.

211. In or around March 30, 2009, a fax - purportedly from Eve Winston – was sent to HSBC Bank instructing HSBC Bank to provide seven checks to various entities that constituted the sellers of 3 Cedar Lane. The March 30, 2009 fax purporting to be from Eve to HSBC Bank is attached hereto as Exhibit J.

212. Upon information and belief, the fax did not come from Eve, nor did she know that it was sent on her behalf. Indeed, the fax trail indicates that the fax was sent from Winhaven Group. Upon further information and belief, Winston used funds from

Eve's trust account and checking account to pay for the purchase of 3 Cedar Lane without Eve's permission and without Annette's knowledge.

213. In light of the movement of funds among Annette's Credit Line, Eve's checking account, and various Winhaven accounts, upon information and belief, Winston used funds from Annette's Credit Line to purchase 3 Cedar Lane on Annette's behalf.

214. Winston and Ganz also handled and paid for a portion of the July 2011 purchase of Annette's apartment in Manhattan, located at 900 Fifth Avenue, in further satisfaction of the purchase price for 59 Cornwells Beach Road.

215. Upon information and belief, the funds for the purchase of Annette's apartment in Manhattan came, at least in part, from Eve's trust account without Eve's knowledge. In light of the movement of funds among Annette's Credit Line, Eve's checking account, and various Winhaven accounts, upon information and belief, Winston misappropriated money from Annette's Credit Line to pay for a portion of the apartment.

216. To this day, Winston still owes Annette $500,000 of the purchase price for 59 Cornwell's Beach Road

XII. Annette Discovered The Winhaven Fraud Through The Winstons' Divorce

217. In or around July 2011, Annette returned to New York after dealing with her mother's death in Munich. At that time, Annette asked Winston whether the $500,000 bond she loaned to him for the purchase of 640 Broadway had been returned.

218. Annette also called Ganz to inquire about the loan. Upon information and belief, the call to Ganz incited a fight among Ganz, Winston and Eve because – with Annette's Credit Line advanced to its maximum - Winston was running out of time and money to close the deal on 640 Broadway.

219. Upon further information and belief, Winston had always had a violent streak, and had been verbally abusive to Eve for years. Around the time that Annette began inquiring about the repayment of the $500,000 loan, Winston experienced an uptick in his violent outbursts. For this reason, among others, Eve began exploring the possibility of divorcing Winston.

220. Upon information and belief, the threat of divorce together with complications in Winston's intricately woven web of financial deceit caused Winston to cease making payments or to make significantly late payments on the Boat Loan and the Credit Line. Upon further information and belief, representatives from HSBC Bank and Bank of America were unable to reach Winston and were told by Ganz and Tehrani that Winston had forbidden Ganz and Tehrani from speaking with either bank.

221. In search of answers, Givelechian from HSBC Bank and various representatives from Bank of America began contacting Annette.

222. Annette, shocked to hear about the advances on her Credit Line, and dismayed to hear that payments were not being made on the Boat Loan, began her own investigation into the matter.

223. Over the course of the next several months, Annette learned that Winston, Ganz and Tehrani had abused her Credit Line by taking advances based on forged documents to support Winhaven's real estate activities, and fraudulently induced her to enter into the Boat Loan Agreement to allow Winston to maintain his façade as a successful real estate developer. Indeed, Eve informed Annette that she had seen Tehrani cutting, copying and pasting Annette's signature onto documents in the Winhaven office.

224. The family dynamic at play in this case caused Annette to tread lightly on these revelations for the sake of her daughter and granddaughters, who were still living in the same house with a volatile Winston. Annette continued to implore Winston to make good on his promise to pay the Boat Loan, to pay off the Credit Line, and to repay the $500,000 bond loan, in hope of avoiding any harm to her daughter and granddaughters.

225. In response, Winston threatened Annette and Eve that, unless Annette and Eve stopped getting involved and allowed Winston to "handle things his way," he would never repay Annette.

226. These threats were made in the face of express admissions by Winston through manic text messages sent to Eve that he owes Annette significant sums of money that he fraudulently obtained in furtherance of the Winhaven Fraud. Attached hereto as Exhibit K are copies of text messages sent from Winston to Eve in early February 2012.[8] In his text messages, Winston threatens and admits the following:

a. "What is so bad about ackkwoledging [sic] that I am responsible and owe your mother money."

b. "Have you ever once sat down and said, fuck the lawyers, I swear I Won't [sic] betray you, won't send docs to anyone so govt can't get, won't hurt you, wjat can I do to help?"

c. "I am on the plane. Bad timing leaving now. I had to. I could not in good consciense [sic] let Ron wire me 17 million for a deal with the instability going on. . . . one transaction makes all this ugliness disappear forever. . . . When the deal was ready, you brought up criminal, and telling the kids and I freaked. I am sorry. I was working on closing 4 huge deals and out of the 50 million I was getting from Ron and a Beverly Hill s [sic] investor who I have known for 20 yrs. 50 was going in and another 20 was going to me upfront to clean up everything."

d. "Do you know what you have done with Info I have given you. Do you know what you have threatened me with. Do you know how it hurt my children that you wouldn't cooperate with me and help me close. People

[8] The quotes from Exhibit K omit certain page number delineations for easier reading.

are trying to help us and I have to worry what your capable of. I have had it with the hanging up and threatening me criminally . . . ."

e. "If you go to lawyers, than you do. I am not begging you, you only want everyone to feel sorry for you. I am 10 times mor protect [sic] in a divorce than I am now. I will not pay boat, your mother or house or any other fucking cent. I will have the lawyers deal with everything . . ."

f. "You want the money figured out and the kids told. All about you and your confidants planning how to proceed. Faxing emails and financial info to lawyers. Oh the same lawyers as your mother. No regard when I tell you this is not smart because of the government. Which by the way if we have a public fight will be nothing that anyone can stop."

227. The above admissions demonstrate the stated purpose and scope of the Winhaven Fraud, and demonstrate that Annette is a victim of the Winhaven Fraud.

228. On June 25, 2012, Annette directed her new financial advisors to pay off the Credit Line with HSBC Bank and to assume control of the Collateral Account in order to mitigate the damages in connection with the Credit Line and to protect the Collateral Account, which serves as her primary source of income.

XIII. The Winhaven Fraud Damaged Annette Financially And Personally

229. Because of the foregoing alleged fraudulent activity, Annette has suffered financial and personal damages at the hands of Winston, Ganz and Tehrani through the Winhaven Fraud.

230. Annette's financial damages include, but are not limited to, an approximate total of the following:

a. Advances Winston took from Annette's Credit Line in the amount of approximately $6,395,000, plus interest and penalties associated therewith;

b. The imminent deficiency on the Boat Loan for approximately $1,000,000, if not more, plus interest and penalties associated therewith;

c. The Bond Loan posted for the purchase of 640 Broadway in the amount of $500,000, plus interest thereon;

d. Taxes owed for Amphitrite LLC in the amount of approximately $65,000, plus interest and penalties associated therewith;

e. Taxes owed in connection with withdrawals from Annette's IRA Account based on the false tax advise give by Ganz, including but not limited to the amount of $109,801 owed in 2011 and any amounts owed in years prior, plus interest and penalties associated therewith;

f. The remainder of the purchase price for 59 Cornwell's Beach Road in the amount of $500,000, plus interest thereon;

g. Any additional interest, fees or penalties associated with the foregoing; and,

h. Any additional debts incurred by Winston in Annette's name, or any additional funds fraudulently obtained by Winston from Annette in furtherance of the Winhaven Fraud that are not yet known.

231. In addition, Annette's credit has suffered significantly because of the repeated late and missed payments made on the Credit Line and the Boat Loan, and of course, by the recent repossession of the Amphitrite and subsequent charge-off concerning the Boat Loan. Indeed, in May 2012, American Express contacted Annette to inform her of its intent to revoke her American Express cards, though she has been a holder in good stead for nearly twenty years. It will take years for Annette to rebuild her credit, and she is severely disadvantaged in this process considering her age and income prospects. Should Annette need to secure a loan or enter into any financial transaction, her damaged credit rating will severely inhibit her ability to do so.

232. Finally, Annette has experienced an enormous amount of personal stress surrounding her discovery of the Winhaven Fraud. She has experienced panic concerning her financial outlook, and now seeks to sell her home in Sands Point to mitigate some of the damage. Moreover, she fears government liens and other action against her in response to the many debts incurred by Winston and his cohorts. Since discovering the Winhaven Fraud, and the subsequent unraveling of so many aspects of her life, Annette has been waking at night with panic attacks. She has seen a doctor for medical advice concerning stress, fatigue and anxiety. She is, at best, deeply distraught.

233. After giving her son-in-law every opportunity to remedy his wrongs, Annette is forced to bring the following claims.

COUNT ONE

For Violations of 18 U.S.C. §§ 1961, et seq. (Civil RICO)
(Against Defendants Winston, Ganz, Tehrani and Winhaven)

234. Plaintiff incorporates by reference and realleges all preceding paragraphs as if fully set forth herein.

235. Plaintiff is a "person" within the meaning of 18 U.S.C. §§ 1961(3), 1964(c).

236. Each defendant named herein is a "person" within the meaning of 18 U.S.C. § 1961(3) and § 1962(c) and (d).

237. At all times relevant herein, Winhaven was an "enterprise" engaged in, or the activities of which affected, interstate commerce, as that term is defined by 18 U.S.C. § 1961(4), and within the meaning of 18 U.S.C. § 1962(c).

238. From in or around the Fall of 2003 through the present, Winston, Ganz, and Tehrani knowingly conducted and participated in the affairs of Winhaven through a pattern of racketeering activity, including the acts of mail fraud, bank fraud, wire fraud, money laundering, and engaging in monetary transactions in property derived from specified unlawful activity, as described herein. Defendants' conduct constitutes a violation of 18 U.S.C. § 1962(c).

239. At all relevant times mentioned herein, Winston exerted control over, and directed the operations of the Winhaven enterprise. Winston utilized that control to conduct the pattern of racketeering activities that included, without limitation, forging, creating, submitting, or causing to be submitted various advance requests to fraudulently withdraw funds from Annette's Credit Line at HSBC Bank, effectuating securities

transactions in Annette's Securities Accounts at HSBC Securities, and falsifying financial information, bank documents and tax returns as described herein. Such activities were undertaken by Winston and assisted by Ganz and Tehrani to support a real estate development business built by defrauding banks, investors, lenders and the federal government, in addition to Plaintiff.

240. Upon information and belief, Ganz and Tehrani conspired with Winston to participate in the Winhaven Fraud by assisting in Winston's pattern of racketeering activities, including, without limitation, by creating or helping to create fraudulent documents, forging or assisting in the forging of certain documents, and otherwise manipulating or assisting in the manipulation of Annette's finances in such a manner that caused her to remain unaware of the fraudulent activity as described herein. The participation by Ganz and Tehrani in Winston's conspiracy through the Winhaven enterprise was in furtherance of the unlawful goals of the Winhaven Fraud.

241. The racketeering acts set forth herein were carried out on a continued basis over a period of at least eight years; such acts were related and similar, and were committed in furtherance of Defendants' ongoing scheme to purchase, develop, and sell real estate assets while hiding such assets from the federal government and defrauding various parties, including, without limitation, Annette, numerous banks, and the federal government.

242. Upon information and belief, this pattern of racketeering activity poses a specific threat of repetition extending indefinitely into the future, inasmuch as Winhaven continues to pursue real estate ventures by owning, purchasing and developing properties, all while shielding from the federal government that such assets belong to and are

controlled by Winston, and while continuing to defraud and damage investors, banks and others whom the Winhaven enterprise touches.

243. Each Defendant conducted or participated, directly or indirectly, in the conduct of the Winhaven enterprise's affairs, and conspired to do so through a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961(5); that is,

a. Mail fraud in violation of 18 U.S.C. § 1341;

b. Wire fraud in violation of 18 U.S.C. § 1343;

c. Bank fraud in violation of 18 U.S.C. § 1344;

d. Laundering of monetary instruments in violation of 18 U.S.C. § 1956; and,

e. Engaging in monetary transactions in property derived from specified unlawful activity in violation of 18 U.S.C. § 1957.

244. Winston, Ganz and Tehrani, for the purpose of carrying out the Winhaven Fraud, and in furtherance of its unlawful activities as set forth herein, transmitted or caused to be transmitted fraudulent or misleading communications by means of wire, including without limitation, by telephone calls, faxes, and e-mails between and among each of the Defendants, Plaintiff, other investors and lenders in connection with the Winhaven enterprise, banks, the IRS, and other agencies of the federal government.

245. Each use of the wires in furtherance of the Winhaven Fraud and in furtherance of the unlawful activities set forth herein, constitutes a separate offense of wire fraud.

246. Each instance of providing fraudulent financial documents to HSBC Bank, HSBC Securities, Bank of America, and other banks and lenders constitutes a separate offense of bank fraud.

247. Winston, Ganz and Tehrani, for the purpose of executing the Winhaven Fraud, and in furtherance of its unlawful activities as set forth herein, transmitted or caused to be transmitted fraudulent or misleading communications by means of the U.S. mails between and among each of the Defendants, Plaintiff, other investors and lenders in connection with the Winhaven enterprise, banks, the IRS, and other agencies of the federal government.

248. Each use of the U.S. mails in furtherance of the Winhaven Fraud and the unlawful activities set forth herein, constitutes a separate offense of mail fraud.

249. Winston, Ganz and Tehrani knowingly engaged in numerous financial transactions with funds obtained by fraudulently advancing moneys from Annette's Credit Line, or by fraudulently inducing Annette and other investors or lenders to loan money to Winston as described herein. Winston, Ganz and Tehrani engaged such transactions for the purpose of disguising the fraudulent origin of the funds, and to disguise the possession and use of those funds and assets purchased with those funds from the federal government.

250. Each financial transaction engaged in by Winston, Ganz and Tehrani with funds obtained by fraud and used in furtherance of fraud constitutes a separate offense of money laundering.

251. As a direct and proximate result of the foregoing pattern of racketeering and unlawful activities, Plaintiff Annette Lorber has suffered damages in an amount to be determined at trial, with interest thereon.

252. Defendants' wrongful conduct, as described above and below, was malicious, reckless, willful, and undertaken in support of a larger fraudulent enterprise – the Winhaven Fraud – and thus may have injured other victims and the public generally.

Accordingly, punitive damages, in addition to compensatory damages, are appropriate to deter fraudulent conduct of this nature.

COUNT TWO

Common Law Fraud Under New York Law (Against All Defendants)

253. Plaintiff incorporates by reference and realleges all preceding paragraphs as if fully set forth herein.

254. As alleged in detail herein, each of the Defendants made material misrepresentations and omitted to disclose material facts with respect to the authenticity of Annette Lorber's signature, the true nature of certain documents Annette was asked to sign in connection with the Credit Line and Securities Accounts, the permitted purpose and use of the Credit Line and the Securities Accounts, the proper recipients of information concerning the Credit Line and the Securities Accounts, and the actual information provided concerning the relationship between the Credit Line and the Securities Accounts.

255. These misrepresentations and omissions were made intentionally, with willful blindness, or at a minimum, recklessly, to induce Annette's reliance thereon, and to prevent her from discovering the nature and effect of the misrepresentation and omissions.

256. The misrepresentations and omissions constitute fraud and deceit under New York law.

257. Annette reasonably relied upon Defendants' misrepresentations and omissions when making decisions to renew the Credit Line, trade in the Securities Accounts, and when otherwise making financial decisions in general as Annette's overall financial picture was largely dependent on her beliefs concerning the Securities Accounts; and, at no time was Plaintiff aware of any of the misrepresentations or omissions.

258. As a direct and proximate result of the fraud and deceit by all Defendants, Plaintiff Annette Lorber has suffered damages in connection with the Credit Line and Securities Accounts in an amount to be determined at trial, with interest thereon.

259. Defendants' wrongful conduct, as described above and below, was malicious, reckless and willful, and undertaken in support of a larger fraudulent enterprise – the Winhaven Fraud – and thus may have injured other victims and the public generally. Accordingly, punitive damages, in addition to compensatory damages, are appropriate to deter fraudulent conduct of this kind.

COUNT THREE

Fraudulent Inducement Under New York Law
(Against All Defendants)

260. Plaintiff incorporates by reference and realleges all preceding paragraphs as if fully set forth herein.

261. As alleged in detail herein, each of the Defendants made material misrepresentations and omitted to disclose material facts with respect to the true nature, purpose and effect of certain documents Defendants asked Annette to sign in connection with the Credit Line and Securities Accounts.

262. These misrepresentations and omissions were made intentionally, with willful blindness, or at a minimum, recklessly, to induce reliance thereon by Plaintiff Annette Lorber, and to prevent her from discovering the nature and effect of the misrepresentation and omissions.

263. The misrepresentations and omissions constitute fraud and deceit under New York law.

264. Annette reasonably relied upon the representations and omissions when she agreed to loan Winston money to help him rebuild his life, and in making decisions to renew the Credit Line, purchase or sell securities in the Securities Accounts, and when otherwise making any financial decisions in general as Annette's overall financial picture was largely dependent on her beliefs concerning the Securities Accounts; and, at no time was Plaintiff aware of any of the misrepresentations or omissions.

265. As a direct and proximate result of the fraud and deceit by all Defendants, Plaintiff Annette Lorber has suffered damages in connection with the Credit Line and Securities Accounts in an amount to be determined at trial, with interest thereon.

266. Defendants' wrongful conduct, as described above and below, was malicious, reckless and willful, and undertaken in support of a larger fraudulent enterprise – the Winhaven Fraud – and thus may have injured other victims and the public generally. Accordingly, punitive damages, in addition to compensatory damages, are appropriate to deter fraudulent conduct of this kind.

COUNT FOUR

Fraudulent Inducement Under New York Law (Against Defendants Winston, Ganz, Tehrani and Winhaven)

267. Plaintiff incorporates by reference and realleges all preceding paragraphs as if fully set forth herein.

268. As alleged in detail herein, Defendants Winston, Ganz and Tehrani made material misrepresentations and omitted to disclose material facts with respect to: (1) the purpose and use of Amphitrite LLC and the Boat purchased thereby; (2) the purported tax "savings" and "benefits" Annette would receive by permitting Winston to purchase the boat through Amphitrite LLC; (3) Winston's ability and willingness to make payments on

the Boat Loan; (4) the checking accounts opened and used without Annette's knowledge to make payments on the Boat Loan; (5) the funds transferred to and from various accounts to make payments in connection with the Boat Loan; and (6) the federal and state taxes associated with Amphitrite LLC and its employees.

269. Defendants Winston, Ganz and Tehrani further prevented Annette from discovering the complete truth concerning Amphitrite LLC and the Boat by using checking accounts opened without Annette's knowledge to make payments associated with the boat, and by directing all documentation and information concerning the boat to the attention of Ganz at 98 Cuttermill Road.

270. These misrepresentations and omissions were made intentionally, with willful blindness, or at a minimum, recklessly, to induce reliance thereon by Plaintiff Annette Lorber, and to prevent her from discovering the nature and effect of the misrepresentation and omissions.

271. The misrepresentations and omissions constitute fraud and deceit under New York law.

272. Annette reasonably relied upon the representations and omissions when she agreed to allow Winston, with the help of Ganz, to associate her name with Amphitrite LLC, to cause Amphitrite LLC to purchase a boat, and to personally guarantee the Boat Loan.

273. As a direct and proximate result of the fraud and deceit by Defendants Winston and Ganz, Plaintiff Annette Lorber has suffered damages in connection with Amphitrite LLC and the Boat Loan in an amount to be determined at trial, with interest thereon.

274. Defendants' wrongful conduct, as described above and below, was malicious, reckless and willful, and undertaken in conjunction with of a larger fraudulent enterprise – the Winhaven Fraud – and thus injured other victims, such as the lender on the Boat Loan. Accordingly, punitive damages, in addition to compensatory damages, are appropriate to deter fraudulent conduct of this kind.

COUNT FIVE

Conversion Under New York Law
(Against Defendants Winston, Ganz, Tehrani and Winhaven)

275. Plaintiff incorporates by reference and realleges all preceding paragraphs as if fully set forth herein.

276. As alleged above, Plaintiff Annette Lorber was the sole borrower on the Credit Line with HSBC Bank following the death of Martin Lorber, and any funds available under the Credit Line were rightfully for her use alone. Annette was also the sole owner and beneficiary of the Securities Accounts held by HSBC Securities.

277. Winston, Ganz and Tehrani – who were neither borrowers nor authorized recipients of fund from the Credit Line or Securities Accounts - through dishonest means such as deception, forgery, and fraudulently obtaining signatures, assumed control over Annette's Credit Line and Securities Accounts and advanced moneys from the Credit Line and Securities Accounts for their own purpose of supporting the Winhaven Fraud.

278. Winston, Ganz, Tehrani and Winhaven disposed of the funds they obtained from Annette's Credit Line and Securities Accounts for their benefit and in furtherance of the Winhaven Fraud.

279. As a direct and proximate result of foregoing, Plaintiff Annette Lorber has suffered damages in connection with the Credit Line and Securities Accounts in an amount to be determined at trial, with interest thereon.

280. The wrongful conduct of Winston, Ganz, Tehrani and the Winhaven Defendants, as described herein, was malicious, reckless and willful, and undertaken in conjunction with of a larger fraudulent enterprise – the Winhaven Fraud – and thus injured other victims. Accordingly, punitive damages, in addition to compensatory damages, are appropriate to deter conduct of this kind.

COUNT SIX

Aiding and Abetting Conversion Under New York Law
(Against the HSBC Defendants)

281. Plaintiff incorporates by reference and realleges all preceding paragraphs as if fully set forth herein.

282. Plaintiff Annette Lorber was the sole borrower on the Credit Line with HSBC Bank following the death of Martin Lorber, and any funds available under the Credit Line were rightfully for her use alone. Annette was also the sole owner and beneficiary of the Securities Accounts held by HSBC Securities.

283. Winston, Ganz and Tehrani – who were neither borrowers nor authorized recipients of funds from the Credit Line or Securities Accounts - through dishonest means such as deception, forgery, and fraudulently obtaining signatures, advanced moneys from Annette's Credit Line and Securities Accounts for their own purpose of supporting the Winhaven Fraud, and disposed of Annette's funds in furtherance of the Winhaven Fraud.

284. The HSBC Defendants, through their representatives including, without limitation, Finken, Givelechian and Neville, had knowledge of or were willfully blind to

the unauthorized advances from Annette's Credit Line or the unauthorized purchase, sale or transfer of securities and cash in connection with Annette's Securities Accounts.

285. As alleged in detail above, the HSBC Defendants substantially assisted Winston, Ganz and Tehrani in unlawfully taking and using Annette's property by, *inter alia*, accepting false signatures, re-routing account statements to unauthorized recipients, and effectuating unauthorized securities transactions in connection with either or both the Credit Line and Securities Accounts.

286. As a direct and proximate result of foregoing, Plaintiff Annette Lorber has suffered damages in connection with the Credit Line and Securities Accounts in an amount to be determined at trial, with interest thereon.

287. The HSBC Defendants' wrongful conduct, as described herein, was willful and reckless, and impacted numerous other victims. Accordingly, punitive damages, in addition to compensatory damages, are appropriate to deter conduct of this kind.

COUNT SEVEN

Negligence Under New York Law
(Against the HSBC Defendants)

288. Plaintiff incorporates by reference and realleges all preceding paragraphs as if fully set forth herein.

289. At all times alleged herein, the HSBC Defendants owed to Annette the duty to manage her Credit Line, checking accounts and Securities Accounts in a reasonable and diligent manner by virtue of the debtor-creditor relationship with HSBC Bank and the broker-dealer to customer relationship with HSBC Securities.

290. As alleged extensively above, the HSBC Defendants breached their duty to Annette by, *inter alia*:

a. Permitting unauthorized individuals to advance funds from the Credit Line by forgery or otherwise unauthorized signature;

b. Permitting unauthorized individuals to manipulate control of the Credit Line by altering the address and recipient of Credit Line account statements, and thereby preventing Annette from receiving Credit Line account statements, through which she may have discovered the forgeries;

c. Permitting unauthorized individuals to transfer funds among accounts whether to draw down from or make payments on the Credit Line, whether by forgery or otherwise unauthorized signature;

d. Permitting unauthorized individuals to open bank accounts in Annette's name, whether by forgery or otherwise unauthorized signature;

e. Failing to inform Annette of penalties associated with late or returned payments or overdrawn accounts and, instead, continuing to deal with the unauthorized individuals responsible for causing such late or returned payments and overdrawn accounts;

f. Permitting unauthorized individuals to purchase, sell and transfer securities with Annette's Securities Accounts, whether by forgery or otherwise unauthorized signature;

g. Permitting an individual convicted of securities fraud and barred from trading on behalf of others to *de facto* effect trades in Annette's Securities Accounts.

291. Through the various breaches alleged above, the HSBC Defendants have damaged Annette by causing her Credit Line to be drawn nearly to its maximum of $6,500,000 without her knowledge, causing a substantial portion of the Collateral Account to be at risk and thereby risking her primary source of income, liquidating $500,000 worth of securities at the request of unauthorized individuals, and generally permitting unauthorized individuals to manipulate the Credit Line and Securities Accounts without conducting adequate due diligence in the face of suspicious circumstances or verifying any of the above-alleged account activity with Annette.

292. As a result of the foregoing, Plaintiff Annette Lorber has suffered damages in an amount to be demonstrated at trial, with interest thereon.

COUNT EIGHT

Unauthorized Signatures Under New York Uniform Commercial Code Article III (Against the HSBC Defendants)

293. Plaintiff incorporates by reference and realleges all preceding paragraphs as if fully set forth herein.

294. The Note evidencing the Credit Line with HSBC Bank is a note within the meaning of Article 3 of the UCC in that the Note mandates that "Annette Lorber . . . promises to pay to the order of HSBC Bank USA . . . (together with its successors and assigns, the 'Bank'), ON DEMAND, the principal amount of Six Million Five Hundred Thousand Dollars and Zero Cents ($6,500,000.00) or, if less, such amount as may be the aggregate unpaid principal amount of all loans or advances made by the Bank to the Borrower pursuant hereto, together with interest" in accordance with the "Interest Rate Election Rider."

295. The Note, as set forth above, contains an unconditional promise by Annette Lorber to pay a sum certain.

296. The Note, as set forth above, is payable on demand.

297. The Note, as set forth above, is payable to HSBC Bank and is assignable.

298. As alleged above, HSBC Bank failed to act in good faith or in accordance with reasonable commercial standards in connection with the Note and the Credit Line by, *inter alia*:

a. Permitting unauthorized individuals to advance funds from the Credit Line by forgery or otherwise unauthorized signature;

b. Permitting unauthorized individuals to manipulate control of the Credit Line by altering the address and recipient of Credit Line account statements whether by forgery or otherwise unauthorized signature, and thereby preventing Annette from receiving Credit Line account statements, through which she may have discovered the forgeries;

c. Permitting unauthorized individuals to transfer funds among accounts whether to draw down from or make payments on the Credit Line, whether by forgery or otherwise unauthorized signature;

d. Permitting unauthorized individuals to open bank accounts in Annette's name, whether by forgery or otherwise unauthorized signature; and,

e. Permitting unauthorized individuals to purchase, sell and transfer securities with Annette's Securities Accounts, whether by forgery or otherwise unauthorized signature.

299. Annette exercised reasonable due diligence in light of the circumstances by reviewing her Collateral Account statements, which she believed would have reflected the amount of the Collateral Account value used to secure advances on the Credit Line at any given time. Had Annette ever been accustomed to receiving Credit Line account statements in the past, and had she not been prevented from receiving such account statements by HSBC Bank after Martin Lorber's death, Annette would have exercised reasonable due diligence by reviewing Credit Line account statements as well.

300. As a result of the HSBC Defendants' knowing and negligent acceptance of unauthorized signatures in connection with Annette Lorber's Credit Line and Securities Accounts, Plaintiff Annette Lorber has suffered damages for which the HSBC Defendants are liable in an amount to be demonstrated at trial, with interest thereon.

COUNT NINE

Breach of Contract Under New York Law (Against the HSBC Defendants)

301. Plaintiff incorporates by reference and realleges all preceding paragraphs as if fully set forth herein.

302. The Credit Line Agreement and each of its subsequent renewals executed in fact by Annette Lorber collectively constitute a valid and binding contract as between Annette Lorber and HSBC Bank.

303. Pursuant to the Credit Line Agreement, HSBC Bank promised to lend money to Annette Lorber, as the Borrower, at her direction and with her authorization.

304. In violation of that promise, HSBC Bank loaned money from the Credit Line without Annette's authorization.

305. Annette has, to the best of her knowledge, performed to the extent possible under the Credit Line Agreement.

306. HSBC Bank's breach of its promise to loan money with Annette's authorization has caused Annette's Credit Line to be advanced to nearly its maximum.

307. Similarly, the account opening documents executed in fact by Annette Lorber in connection with the Securities Accounts constitute valid and binding contracts as between Annette Lorber and HSBC Securities.

308. Pursuant to the account opening documents relating to the Securities Accounts, HSBC Securities promised to conduct transactions in connection with the Securities Accounts in a non-discretionary fashion and at the direction of Annette Lorber or an individual with trading authority granted by Annette Lorber.

309. HSBC Securities has breached its agreement with Annette Lorber by permitting unauthorized individuals to purchase and sell securities in her Securities Accounts, including by liquidating $500,000 worth of securities so that Winston could post a bond for the purchase of 640 Broadway.

310. HSBC Securities breach of its agreement with Annette has caused Annette to lose $500,000 worth of securities, among other unauthorized transactions that resulted in losses.

311. As a result of the foregoing, Plaintiff Annette Lorber has suffered damages in an amount to be demonstrated at trial, with interest thereon.

COUNT TEN

Commercial Bad Faith Under New York Law (Against the HSBC Defendants)

312. Plaintiff incorporates by reference and realleges all preceding paragraphs as if fully set forth herein.

313. As alleged above, Finken and Neville, as employees of HSBC Bank and HSBC Securities respectively, had intimate contact with Defendants Winston and Ganz following Martin Lorber's death.

314. The fraudulent and manipulative activity of Winston and Ganz with respect to the Credit Line and Securities Accounts was so obvious that the HSBD Defendants, through their representatives Finken and Neville, knew or were willfully blind to the fraud.

315. By permitting Winston and Ganz to advance money from the Credit Line, and to conduct unauthorized securities transactions in the Securities Accounts, the HSBC Defendants participated in that fraud.

316. The failure by HSBC Bank representative Givelechian to conduct any due diligence whatsoever with regard to Annette and the Credit Line, and her continuous failure to handle the Credit Line account according to reasonable banking standards exacerbated Finken's and Neville's knowing participation in the fraud.

317. The HSBC Defendants' participation in the fraud alleged herein amounts to commercial bad faith.

318. The HSBC Defendants' bad faith caused Annette's Credit Line to be advanced nearly to its maximum, the risk of loss of the Collateral Account, and the loss of $500,000 worth of securities in the Securities Accounts, among other transactions.

319. As a result of the foregoing, Plaintiff Annette Lorber has suffered damages in an amount to be demonstrated at trial, with interest thereon.

JURY DEMAND

Plaintiff demands a trial by jury as to all issues so triable.

WHEREFORE, Plaintiff Annette Lorber requests judgment and relief as follows:

a. Awarding judgment for Plaintiff as to all claims herein;

b. Awarding compensatory damages in favor of Plaintiff and against all Defendants for all losses and damages suffered as a result of Defendants' wrongdoing alleged herein, and for all damages sustained as a result of wrongdoing by persons controlled by Defendants and/or for whose conduct Defendants are responsible pursuant to principles of *respondeat superior*, in an amount to be determined at trial, together with interest thereon;

c. Awarding Plaintiff consequential damages, together with interest thereon;

d. Awarding punitive damages to deter such misconduct, together with interest thereon;

e. Rescinding Plaintiff's Credit Line and any debts owed thereunder;

f. Awarding Plaintiff fees and expenses incurred in this action, including, without limitation, attorneys' and experts' fees and expenses;

g. Awarding Plaintiff prejudgment interest; and,

h. Granting such other and further relief as the Court may deem just and proper.

Dated: New York, New York
July 18, 2012

Respectfully submitted,

LOWENSTEIN SANDLER PC

By: ______________________
Ira Lee Sorkin
Savannah Stevenson
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New York, New York 10020
T: 212.262.6700
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Attorneys for Plaintiff Annette Lorber

Exhibit A

AO 245B (Rev. 12/03) Judgment in a Criminal Case
Sheet 1

UNITED STATES DISTRICT COURT

EASTERN District of NEW YORK

UNITED STATES OF AMERICA
V.

JONATHAN WINSTON

JUDGMENT IN A CRIMINAL CASE

Case Number: CR 00-1248 (S-2)

USM Number:

Jay Goldberg, Esq.
Defendant's Attorney

THE DEFENDANT:

X plead guilty to count(s) ONE (1) AND SIXTEEN (16) OF THE SUPERSEDING INDICTMENT CR 00-1248 (S-2).

☐ pleaded nolo contendere to count(s) which was accepted by the court.

☐ was found guilty on count(s) after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

Title & Section	Nature of Offense	Offense Ended	Count
18 U.S.C. § 371	CONSPIRACY TO COMMIT SECURITIES FRAUD		1 (S-2)
8 U.S.C. § 1956(h)	MONEY LAUNDERING CONSPIRACY		16 (S-2)

The defendant is sentenced as provided in pages 2 through 179 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

X The defendant is not named in Counts 6, 7, and 50-97 of the Superseding Indictment CR 00-1248 (S-2)

X Any underlying Indictment is dismissed on the motion of the United States.

is

X Counts 2-5, 8-15, 17-49, and 98-103 of CR 00-1248 (S-2) are dismissed on the motion of the United States.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of material changes in economic circumstances.

May 25, 2005
Date of Imposition of Judgment

Signature of Judge

NICHOLAS G. GARAUFIS, U.S.D.J.
Name and Title of Judge

May 27, 2005
Date

DEFENDANT: JONATHAN WINSTON
CASE NUMBER: CR 00-1248 (S-2)

PROBATION

The defendant is hereby sentenced to probation for a term of : FIVE (5) YEARS ON COUNT ONE (1) OF THE SUPERSEDING INDICTMENT CR 00-1248 (S-2) . FIVE (5) YEARS ON COUNT SIXTEEN (16) OF THE SUPERSEDING INDICTMENT CR 00-1248 (S-2) WHICH SHALL RUN CONSECUTIVELY TO COUNT ONE (1).

The defendant shall not commit another federal, state or local crime.

The defendant shall not unlawfully possess a controlled substance. The defendant shall refrain from any unlawful use of a controlled substance. The defendant shall submit to one drug test within 15 days of placement on probation and at least two periodic drug tests thereafter, as determined by the court.

☐ The above drug testing condition is suspended, based on the court's determination that the defendant poses a low risk of future substance abuse. (Check, if applicable.)

☐ The defendant shall not possess a firearm, ammunition, destructive device, or any other dangerous weapon. (Check, if applicable.)

☐ The defendant shall cooperate in the collection of DNA as directed by the probation officer. (Check, if applicable.)

☐ The defendant shall register with the state sex offender registration agency in the state where the defendant resides, works, or is a student, as directed by the probation officer. (Check, if applicable.)

☐ The defendant shall participate in an approved program for domestic violence. (Check, if applicable.)

If this judgment imposes a fine or restitution, it is a condition of probation that the defendant pay in accordance with the Schedule of Payments sheet of this judgment.

The defendant must comply with the standard conditions that have been adopted by this court as well as with any additional conditions on the attached page.

STANDARD CONDITIONS OF SUPERVISION

1) the defendant shall not leave the judicial district without the permission of the court or probation officer;
2) the defendant shall report to the probation officer and shall submit a truthful and complete written report within the first five days of each month;
3) the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
4) the defendant shall support his or her dependents and meet other family responsibilities;
5) the defendant shall work regularly at a lawful occupation, unless excused by the probation officer for schooling, training, or other acceptable reasons;
6) the defendant shall notify the probation officer at least ten days prior to any change in residence or employment;
7) the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any controlled substance or any paraphernalia related to any controlled substances, except as prescribed by a physician;
8) the defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;
9) the defendant shall not associate with any persons engaged in criminal activity and shall not associate with any person convicted of a felony, unless granted permission to do so by the probation officer;
10) the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view of the probation officer;
11) the defendant shall notify the probation officer within seventy-two hours of being arrested or questioned by a law enforcement officer;
12) the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court; and
13) as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

DEFENDANT: JONATHAN WINSTON
CASE NUMBER: CR 00-1248 (S-2)

ADDITIONAL PROBATION TERMS

1. THE DEFENDANT SHALL COMPLY WITH THE $108,988,825.50 RESTITUTION ORDER;

2. THE DEFENDANT SHALL PROVIDE FULL FINANCIAL DISCLOSURE TO THE PROBATION DEPARTMENT;

3. THE DEFENDANT SHALL REFRAIN FROM OBTAINING EMPLOYMENT INVOLVING THE PURCHASE, SALE, OR TRANSFER OF SECURITIES, BONDS, AND ANY OTHER TYPES OF INVESTMENT VEHICLES AND SHALL ASSIST THE PROBATION DEPARTMENT IN VERIFYING THE JOB DESCRIPTION OF ANY EMPLOYMENT HE SECURES WHILE UNDER SUPERVISION;

4. THE DEFENDANT SHALL PARTICIPATE IN SUBSTANCE ABUSE TREATMENT WITH A TREATMENT PROVIDER SELECTED BY THE PROBATION DEPARTMENT; TREATMENT MAY INCLUDE OUTPATIENT OR RESIDENTIAL TREATMENT; THE DEFENDANT SHALL ABSTAIN FROM ALL ILLEGAL SUBSTANCES AND/OR ALCOHOL; THE DEFENDANT SHALL CONTRIBUTE TO THE COST OF SERVICES RENDERED VIA CO-PAYMENT OR FULL PAYMENT IN AN AMOUNT TO BE DETERMINED BY THE PROBATION DEPARTMENT, BASED UPON THE DEFENDANT'S ABILITY TO PAY AND/OR THE AVAILABILITY OF THIRD PARTY PAYMENT.

DEFENDANT: JONATHAN WINSTON
CASE NUMBER: CR 00-1248(S-2)

CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties under the schedule of payments on Sheet 6.

	Assessment	Fine	Restitution
TOTALS	$ 200.00	$ N/A	$ 108,988,825.50

☐ The determination of restitution is deferred until ______. An *Amended Judgment in a Criminal Case* (AO 245C) will be entered after such determination.

☐ The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

Name of Payee	Total Loss*	Restitution Ordered	Priority or Percentage
SEE CUSTOMER LOSSES ON PAGES 7-179		$108,988,825.50	
TOTALS	$ ______	$ 108,988,825.50	

☐ Restitution amount ordered pursuant to plea agreement $ ______

☐ The defendant must pay interest on restitution and a fine of more than $2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

☐ The court determined that the defendant does not have the ability to pay interest and it is ordered that:

☐ the interest requirement is waived for the ☐ fine ☐ restitution.

☐ the interest requirement for the ☐ fine ☐ restitution is modified as follows:

Exhibit B

OPTIONAL ADVANCE TIME OR DEMAND GRID NOTE

$5,500,000.00

Melville, New York
__________, 19__

FOR VALUE RECEIVED, Martin and Annette Lorber (the "Borrower"), promises to pay to HSBC Bank USA ("Bank") or order, on demand or when due as provided herein at its 534 Broad Hollow Road office in Melville, New York, the aggregate unpaid principal amount of all advances made by the Bank to the Borrower from time to time (each an "Advance" and collectively the "Advances") as evidenced by the inscriptions made on the Schedule attached hereto ("Schedule"), together with interest thereon at a per annum rate as provided herein. The aggregate amount of all advances outstanding hereunder shall not at any time exceed $5,500,000.00.

As used in this Note, the following terms shall have the meanings set forth below:

Adjusted LIBOR Rate: the LIBOR Rate plus .90%

Adjusted Prime Rate: the Prime Rate minus 1.75%

Business Day: any day other than a Saturday, Sunday or other day on which commercial banks in London and/or Melville, New York are authorized or required by law to close.

LIBOR Period: a period, if available to the Bank, of not less than seven days or more than 360 days.

LIBOR Period Request: the written request by the Borrower to the Bank for the LIBOR Rate Advance, and including a LIBOR Period, the date of the LIBOR Rate Advance and amount.

LIBOR Rate: means the per annum interest rate equal to the London Interbank Offered Rate as shown on the Dow Jones & Company's Telerate Screen, at approximately 11:00 a.m. (London time) on the proposed borrowing date for deposits of United States dollars in an amount and for a period of time comparable to the principal amount of the proposed LIBOR Rate Advance.

LIBOR Rate Advance: any Advance bearing interest at the Adjusted LIBOR Rate.

Prime Rate: the rate of interest publicly announced by the Bank from time to time as its prime rate and is a base rate for calculating interest on certain loans.

Prime Rate Advance: any Advance bearing interest at the Adjusted Prime Rate.

Prime Rate Request: the written request by the Borrower to the Bank for a Prime Rate Advance and including the term of borrowing, date of borrowing and amount.

Regulatory Change: after the date hereof, the introduction of any new, or any change in existing, applicable laws, rules or regulations or in the interpretation or administration thereof by any court or governmental authority charged with the interpretation or administration thereof, or compliance by Bank with any new request or directive by any such court or authority (whether or not having the force of law.)

Special LIBOR Rate Advance: any Advance which is requested during a one week period (Monday through Sunday) and which matures on the last day of such week and which has interest at the Adjusted LIBOR Rate of the first Advance requested during the one week period and which, in their aggregate, do not exceed $500,000.00 for such one week period.

All Advances, the due dates thereof, interest rates and all payments of principal made on this Note may be inscribed by the Bank on the Schedule. Each Advance shall be payable on the earlier of the due date thereof or September 30, 2000.

Borrower may request a Prime Rate Advance by calling in a Prime Rate Request to the Bank not later than 1:00 p.m. (Melville, New York time) on the date of the proposed Prime Rate Advance. Notwithstanding any provision herein to the contrary, any Prime Rate Advance shall be made in a minimum amount of $ N/A.

Borrower may request a LIBOR Rate Advance and LIBOR Period by calling in a LIBOR Period Request to the Bank not later than 1:00 p.m. Melville, New York time) on the date of the proposed LIBOR Rate Advance. Borrower may not select a LIBOR Period having an expiration date later than September 30, 2000. Notwithstanding any provision herein to the contrary any LIBOR Rate Advance shall be made in a minimum amount of $ N/A.

Borrower may request a Special LIBOR Rate Advance by calling in a Special LIBOR Rate Advance to the Bank not later than 1:00p.m. (Melville, New York time) on the date of the proposed Special LIBOR Rate Advance. Borrower may not select a Special LIBOR Rate Advance having an expiration date later than September 30, 2000.

If Borrower fails to timely select an applicable LIBOR Period for calculation of a LIBOR Rate Advance, then the Advance shall bear interest at the Adjusted Prime Rate and shall be deemed to be a Prime Rate Advance.

If by reason of any Regulatory Change, the Bank determines that, by reason of circumstances affecting the London interbank market generally, adequate and fair means do not or will not exist for determining the LIBOR Rate, (ii) by reason of any Regulatory Change, the Bank becomes restricted in the amount which it may hold of a category of liabilities which includes deposits by reference to the LIBOR Rate or a category of assets which includes loans which bear interest a rate determined in part by reference to the LIBOR Rate, (iii) by reason of any Regulatory Change, it shall be unlawful for the Bank to maintain a LIBOR Rate Advance, or any portion thereof, bearing interest at the Adjusted LIBOR Rate, (iv) in the exclusive judgment of the Bank, deposits are not available to the Bank in the international interbank market in the requisite amounts and for the requisite durations, (v) in the exclusive judgment of the Bank, the Adjusted LIBOR Rate does not adequately reflect the cost to the bank of making or maintaining a LIBOR Rate Advance then, in any such case, any LIBOR Rate Advance shall bear interest at the Adjusted Prime Rate. If the Bank determines that because of a change in circumstances the Adjusted LIBOR Rate is again available to the Borrower hereunder, the Bank will so advise the Borrower, and the Borrower may convert the rate of interest payable hereunder to the Adjusted LIBOR Rate at any time (provided the Adjusted LIBOR Rate is otherwise available hereunder) by making such election in accordance with, and subject to the conditions of, this Note.

If, at any time, any Regulatory Change: (i) shall subject the Bank to any tax, duty or other charge with respect to this Note, except an income tax, based upon the charging and collecting of interest hereunder at the Adjusted LIBOR Rate, shall change the basis of taxation or payments to the Bank of the principal of or interest on this Note; (ii) shall result in the imposition, modification or deemed applicability of any reserve, special deposit or similar requirements against assets of, deposits with or for the account of, or credit extended by, the Bank; (iii) shall, because of the existence of this Note, affect the amount of capital required or expected to be maintained by the Bank, or any corporation controlling the Bank; or (iv) shall impose on the Bank or the London interbank market any other condition affecting this Note or the charging and collecting of interest hereunder at the Adjusted LIBOR Rate and the result of any of the foregoing is, in the Bank's reasonable judgment, (a) to increase the cost to the Bank of charging and collecting interest hereunder at the Adjusted LIBOR Rate, or (b) to reduce the return on the Bank's capital or the amount of any sum received or receivable by the Bank under this Note by an amount deemed by the Bank to be material, upon demand then, by the Bank, the Borrower agrees to pay to the Bank such additional amount or amounts as will compensate the Bank for such increased cost or reduction. Such payments shall be made on the first date for payment of interest hereunder following the date of the demand by the Bank and on each such payment date thereafter or shall be paid promptly on demand if the Borrower is not advised of the amount of such payment prior to any such payment date. Determinations by the Bank for purposes of this paragraph of the effect of any Regulatory Change on its costs of making or maintaining Advances bearing interest at the Adjusted LIBOR Rate and of the additional amounts required to compensate the Bank in respect thereof, shall be conclusive absent manifest error in calculation, provided that such determinations are made in good faith. Special LIBOR Rate Advances are exempt from the compensation paid to the Bank under this paragraph.

Notwithstanding the provision of the immediately preceding paragraph, (i) the Bank must receive written notice of any prepayment not less than three (3) Business Days prior to such prepayment, and (ii) any prepayment in part must be made in multiples of $ N/A.

The Borrower understands and acknowledges that in connection with LIBOR Rate Advances the Bank may enter into funding arrangements on terms and conditions which could result in substantial losses, costs and expenses to the Bank if LIBOR Rate Advances are prepaid on a date other than the expiration of the selected LIBOR period. Therefore, if there is a prepayment penalty?

prepayment of any LIBOR Rate Advance on a date other than the expiration of the selected LIBOR Period for any reasons whatsoever including, but not limited to, any payments made by the Borrower because the holder of this Note has accelerated payment in accordance with the terms hereof or any other document relating to the indebtedness hereunder, then the Borrower shall pay to the Bank, as liquidated damages and not as a penalty, a fee (the "Liquidation Fee") equal to the losses (including but not limited to, lost profits of the Bank), costs and expenses of the Bank in connection with such prepayment as determined by the Bank, which payment shall be made by the Borrower to the Bank on the date on which such prepayment is made. The calculations made by the Bank to ascertain such Liquidation Fee shall be conclusive absent manifest error in calculation by the Bank, provided that such calculations are made in good faith. The Bank, upon the written request of the Borrower, shall advise the Borrower in writing of the amount of the Liquidation Fee applicable to any such prepayment. Special LIBOR Rate Advances are exempt from the Liquidation Fees paid to the Bank under this paragraph.

The Bank may elect (but shall be under no obligation) to send to the Borrower written confirmation of the due date of each Advance, but any failure to do so shall not relieve the Borrower of the obligation to repay the Advance when due. Unless the Borrower shall object to such confirmation in writing within five (5) days after receipt thereof, such confirmation shall be prima facie evidence of the facts stated therein.

Each entry set forth on the Schedule shall be prima facie evidence of the facts so set forth, except for any such facts as to which the Bank has sent to the Borrower a written confirmation and the Borrower has timely objected as provided herein. No failure by the Bank to make, and no error by the Bank in making any inscription on the Schedule shall affect the Borrower's obligation to repay the full principal amount advanced by the Bank to or for the account of the Borrower, or the Borrower's obligation to pay interest thereon at the agreed upon rate.

Before Maturity, Prime Rate Advances shall bear interest at the Adjusted Prime Rate, LIBOR Rate Advances shall bear interest at the Adjusted LIBOR Rate.

Any principal amount not paid when due (at maturity, by acceleration or otherwise) shall bear interest thereafter until paid in full, payable on demand, at a rate per annum equal to:

(a) For each Prime Rate Advance at a rate equal to Prime Rate plus 3%; and

(b) For each LIBOR Rate Advance at the rate otherwise applicable thereto plus 3% from the time of default in payment of principal until the end of the then current LIBOR Period therefor, and thereafter at a rate equal to the Prime Rate plus 3%.

If any payment to be made under this Note shall be stated to be due on a Saturday, Sunday or banking holiday the Borrower will pay interest thereon at the applicable rate until the date of actual receipt of such payment by the holder of this Note.

In no event shall the interest rate on this Note exceed the maximum rate authorized by applicable law. Any change in interest rate on this Note resulting from a change in the Bank's Prime Rate shall be effective on the date of such change. Interest on Advances will be calculated for each day at 1/360th of the applicable per annum rate, which will result in a higher effective annual rate. Accrued Interest on Prime Rate Advances shall be payable monthly on the first day of each month and on the date any Prime Rate Advance is paid in full. Accrued Interest on LIBOR Rate Advances shall likewise be payable on the first day of each month and on the date any LIBOR Advance is paid in full.

Notwithstanding anything to the contrary contained herein, any holder of this Note may declare all indebtedness evidenced by this Note, not payable on demand, to be immediately due and payable whenever such holder has the right to do so under any Security Agreement or other agreement, now or hereafter in effect, pursuant to which payment of the indebtedness evidenced by this Note is secured; or, irrespective of the terms or existence of any such Security agreement or other agreement, upon the happening of any of the following: (1) nonpayment, when due, of the principal of, or interest on, any indebtedness evidenced by this Note; (2) default by Borrower in the payment or performance of any obligation, term or condition of this Note or any agreement between Borrower and the holder hereof; (3) the filing by or against Borrower of a request or petition for liquidation, reorganization, arrangement, adjustment of debts, adjudication as a bankrupt, relief as a debtor or other relief under the bankruptcy, insolvency or similar laws of the United States or any state or territory thereof or any foreign jurisdiction, now or hereafter in effect; (4) the making by Borrower, of any general assignment for the benefit of creditors; (5) the appointment of a receiver or trustee for Borrower or for any assets of Borrower, including, without limitation the appointment of or taking possession by a "custodian," as defined in the Federal Bankruptcy Code; (6) the occurrence of any event described in clause (3), (4) or (5) of this paragraph with respect to any indorser, guarantor or any other party liable for, or whose assets or any interest thereon secures, payment of any indebtedness evidenced by this Note; (7) nonpayment when due by Borrower of any indebtedness for borrowed money owing to any party other than the Bank, or the occurrence of any event which could result in acceleration of the time for payment of any such indebtedness; or (8) if the holder hereof in good faith believes that the prospect of payment of all or any part of the indebtedness evidenced by this Note is impaired.

NOTHING CONTAINED IN THIS NOTE OR OTHERWISE IS INTENDED, NOR SHALL CONSTITUTE, ANY OBLIGATION OF THE BANK TO MAKE ANY ADVANCE.

No failure by the holder hereof to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by such holder of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies of the holder thereof as herein specified are cumulative and not exclusive of any other rights or remedies which such holder may otherwise have.

THE BORROWER AGREES TO PAY ALL COSTS AND EXPENSES INCURRED BY THE HOLDER HEREOF IN ENFORCING THIS NOTE, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND LEGAL EXPENSES. IF

PAYMENT OF THIS NOTE IS SECURED BY COLLATERAL, THE COLLATERAL IS SPECIFIED IN THE COLLATERAL RECORDS OF THE BANK. THE BORROWER HEREBY WAIVES (I) DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF DISHONOR, PROTEST AND NOTICE OF PROTEST OF THIS NOTE AND (II) THE RIGHT OF A JURY TRIAL. ANY NOTICE, DEMAND OR REQUEST RELATING TO ANY MATTER SET FORTH HEREIN, OTHER THAN A REQUEST FOR BORROWING, SHALL BE IN WRITING AND SHALL BE DEEMED EFFECTIVE WHEN MAILED, POSTAGE PREPAID, BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ANY PARTY HERETO AT ITS ADDRESS HEREIN OR AT SUCH OTHER ADDRESS OF WHICH IT SHALL HAVE NOTIFIED THE PARTY GIVING SUCH NOTICE IN WRITING AS AFORESAID. COPIES OF ALL SUCH NOTICES, DEMANDS AND REQUESTS TO BANK SHALL BE SENT TO BANK, AT ITS ADDRESS ABOVE STATED. IN THE CASE OF THE BORROWER, ALL SUCH COPIES SHALL BE SENT TO THE BORROWER AT THE ADDRESS OF THE BORROWER AS STATED HEREIN.

THIS NOTE, BEING DRAWN, EXECUTED AND DELIVERED IN THE STATE OF NEW YORK, WHERE ALL ADVANCES AND REPAYMENTS SHALL BE MADE, SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THE UNDERSIGNED AGREES THAT ANY ACTION OR PROCEEDING TO ENFORCE OR ARISING OUT OF THIS NOTE MAY BE COMMENCED IN THE SUPREME COURT OF NEW YORK IN NASSAU COUNTY, OR IN THE DISTRICT COURT OF THE UNITED STATES IN THE EASTERN DISTRICT OF NEW YORK. THE UNDERSIGNED WAIVES PERSONAL SERVICE OF PROCESS AND AGREES THAT A SUMMONS AND COMPLAINT COMMENCING AN ACTION OR PROCEEDING IN ANY SUCH COURT SHALL BE PROPERLY SERVED AND SHALL CONFER PERSONAL JURISDICTION IF SERVED BY REGISTERED MAIL TO THE ADDRESS SPECIFIED ABOVE OR AS OTHERWISE PROVIDED BY THE LAWS OF THE STATE OF NEW YORK OR THE UNITED STATES.

Martin Lorber

[signature]

Annette Lorber

Annette Lorber

SCHEDULE OF ADVANCES AND PAYMENTS

DATE OF ADVANCE OR PAYMENT	AMOUNT OF ADVANCE	AMOUNT OF PRINCIPAL PAID OR PREPAID	AGGREGATE OUTSTANDING PRINCIPAL BALANCE	APPROVING OFFICER

Exhibit C

HSBC

Facsimile Cover Sheet

To: Savan ı ıh Stevenson Fax No. 97: . i22.6825	Total No. of Pages: 34 (Including this cover page) Note: *If you do not receive all pages, please telephone or telex immediately.*
From: Catl ‹ rine Leary Fax No.: (212)704-8437 Telephone [ɜlex: (585)238-7236	Urgent: x Yes No Confidential: xYes No
Subject: Aı ɪ ette Lorber History Statement	

Message:

Confidentia l y Notice: This facsimile transmission cover sheet and any documents which may accompany it, contains information from HSBC which is int ı ıded only for the use of the individual or entity to which it is addressed. This document(s) may contain information that is privileged, ‹ nfidential and/or otherwise exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, a › disclosure, dissemination, distribution, copying or other use of this communication or its substance is prohibited. If you have received th : communication in error, please contact the sender at HSBC to arrange for the destruction of the communication or its return at our expens . Thank you.

DATE: 04/28/2012
TIME: 02:41

HSBC BANK USA, N.A.
LOAN HISTORY REPORT

PAGE: 1
LNR099R1

CUSTOMER : ANNETTE*LORBER
ACCOUNT : 05-03-7850845-0
LOAN NUMBER: 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-8

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	PRINCIPAL TRAN AMT	PRINCIPAL BALANCE	INTEREST TRAN AMT	INTEREST BALANCE	FEES/CHARGES TRAN AMT	FEES/CHARGES BALANCE
STARTING BALANCE	03/28/07	00/00/00			.00		.00		.00
FUT FLAT FEE PY	04/03/07	04/04/07			.00		.00	2459.00	2459.00
FUT FLAT FEE PY	04/03/07	04/04/07			.00		.00	110.00	2569.00
ENDING BALANCE	04/03/07	04/04/07			.00		.00		2569.00

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DATE: 04/28/2012
TIME: 02:41

HSBC BANK USA, N.A.
LOAN HISTORY REPORT

PAGE: 2
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CUSTOMER : ANNETTE*LORBER
ACCOUNT : 05-03-7850845-0
LOAN NUMBER: 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-1

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	PRINCIPAL TRAN AMT	PRINCIPAL BALANCE	INTEREST TRAN AMT	INTEREST BALANCE	FEES/CHARGES TRAN AMT	FEES/CHARGES BALANCE
STARTING BALANCE	04/03/07	00/00/00			.00		.00		.00
RATE CHANGE 100	04/03/07	04/03/07	6.50000		.00		.00		.00
RATE CHANGE 100	04/03/07	09/19/07	6.50000		.00		.00		.00
DISBURSEMENT	04/03/07	04/03/07		295183.74	295183.74		.00		.00
CURR INT PAYMNT	05/01/07	05/01/07			.00	1492.32	1492.32		.00
CURR PRIN PYMNT	05/31/07	05/31/07		200000.00-	95183.74		.00		.00
CURR INT PAYMNT	06/01/07	06/01/07			.00	1652.21	3144.53		.00
CURR INT PAYMNT	07/01/07	07/02/07			.00	479.46	3623.99		.00
CURR INT PAYMNT	08/01/07	08/01/07			.00	532.77	4156.76		.00
CURR INT PAYMNT	09/01/07	09/04/07			.00	532.76	4689.52		.00
RATE CHANGE 100	09/18/07	09/19/07	6.00000		.00		.00		.00
RATE CHANGE 100	09/18/07	11/01/07	6.00000		.00		.00		.00
CURR INT PAYMNT	10/01/07	10/01/07			.00	498.40	5187.92		.00
INT PAYMNT RVSL	10/01/07	10/03/07			.00	498.40-	4689.52		.00
CURR INT PAYMNT	10/10/07	10/10/07			.00	641.17	5330.69		.00
CURR PRIN PYMNT	10/10/07	10/10/07		95183.74-	.00		.00		.00
RATE CHANGE 100	10/31/07	11/01/07	5.75000		.00		.00		.00
RATE CHANGE 100	10/31/07	12/12/07	5.75000		.00		.00		.00
RATE CHANGE 100	12/11/07	12/12/07	5.50000		.00		.00		.00
RATE CHANGE 100	12/11/07	01/23/08	5.50000		.00		.00		.00
RATE CHANGE 100	01/22/08	01/23/08	4.75000		.00		.00		.00
RATE CHANGE 100	01/22/08	01/31/08	4.75000		.00		.00		.00
RATE CHANGE 100	01/30/08	01/31/08	4.25000		.00		.00		.00
RATE CHANGE 100	01/30/08	03/19/08	4.25000		.00		.00		.00
RATE CHANGE 100	03/18/08	03/19/08	3.50000		.00		.00		.00
RATE CHANGE 100	03/18/08	05/01/08	3.50000		.00		.00		.00
RATE CHANGE 100	04/30/08	05/01/08	3.25000		.00		.00		.00
RATE CHANGE 100	04/30/08	10/09/08	3.25000		.00		.00		.00
RATE CHANGE 100	10/09/08	10/09/08	2.75000		.00		.00		.00
RATE CHANGE 100	10/09/08	10/30/08	2.75000		.00		.00		.00
RATE CHANGE 100	10/30/08	10/30/08	2.25000		.00		.00		.00
ENDING BALANCE	10/30/08	10/30/08			.00		5330.69		.00

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DATE: 04/28/2012
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HSBC BANK USA, N.A.
LOAN HISTORY REPORT

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CUSTOMER : ANNETTE*LORBER
ACCOUNT : 05-03-7850845-0
LOAN NUMBER: 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-4

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	---- PRINCIPAL ---- TRAN AMT	BALANCE	---- INTEREST ---- TRAN AMT	BALANCE	---- FEES/CHARGES ---- TRAN AMT	BALANCE
STARTING BALANCE	06/02/11	00/00/00			.00		.00		.00
RATE CHANGE 100	06/02/11	06/02/11	2.72950		.00		.00		.00
DISBURSEMENT	06/02/11	06/02/11		40000.00	40000.00		.00		.00
CURR INT PAYMNT	07/01/11	07/01/11			.00	87.95	87.95		.00
CURR INT PAYMNT	08/01/11	08/01/11			.00	94.02	181.97		.00
CURR INT PAYMNT	09/01/11	09/01/11			.00	94.01	275.98		.00
CURR INT PAYMNT	10/01/11	10/03/11			.00	90.99	366.97		.00
CURR INT PAYMNT	11/01/11	11/01/11			.00	94.01	460.98		.00
CURR PRIN PYMNT	11/01/11	11/21/11		40000.00-	.00		.00		.00
ENDING BALANCE	11/01/11	11/21/11			.00		460.98		.00

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DATE: 04/28/2012
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HSBC BANK USA, N.A.
LOAN HISTORY REPORT

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CUSTOMER : ANNETTE*LORBER
ACCOUNT : 05-03-7850845-0
LOAN NUMBER: 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-5

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	---- PRINCIPAL ---- TRAN AMT	BALANCE	---- INTEREST ---- TRAN AMT	BALANCE	---- FEES/CHARGES ---- TRAN AMT	BALANCE
STARTING BALANCE	05/31/11	00/00/00			.00		.00		.00
ENDING BALANCE	05/31/11	00/00/00			.00		.00		.00

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DATE: 04/28/2012
TIME: 02:41

HSBC BANK USA, N.A.
LOAN HISTORY REPORT

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CUSTOMER : ANNETTE*LORBER
ACCOUNT : 05-03-7850845-0
LOAN NUMBER: 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-1

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	PRINCIPAL TRAN AMT	PRINCIPAL BALANCE	INTEREST TRAN AMT	INTEREST BALANCE	FEES/CHARGES TRAN AMT	FEES/CHARGES BALANCE
STARTING BALANCE	11/05/11	00/00/00			.00		.00		.00
RATE CHANGE 100	11/05/11	02/10/12	2.79700		.00		.00		.00
DISBURSEMENT	11/05/11	11/18/11		4000000.00	4000000.00		.00		.00
CUR FLAT FEE PY	11/05/11	11/21/11			.00		.00	2459.00	2459.00
CUR FLAT FEE PY	11/05/11	11/21/11			.00		.00	110.00	2569.00
RATE CHANGE 100	11/05/11	11/18/11	2.79700		.00		.00		.00
CURR INT PAYMNT	12/05/11	12/05/11			.00	9321.33	9321.33		.00
CURR INT PAYMNT	01/05/12	01/05/12			.00	9634.11	18957.44		.00
CURR INT PAYMNT	02/05/12	02/06/12			.00	9634.12	28591.56		.00
RATE CHANGE 100	02/09/12	02/10/12	3.08020		.00		.00		.00
CURR INT PAYMNT	03/05/12	03/05/12			.00	9799.22	38390.78		.00
CURR INT PAYMNT	04/05/12	04/05/12			.00	10609.58	49000.36		.00
ENDING BALANCE	04/05/12	04/05/12			4000000.00		49000.36		2569.00

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LOAN HISTORY REPORT

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CUSTOMER : ANNETTE*LORBER
ACCOUNT : 05-03-7850845-0
LOAN NUMBER: 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-4

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	---- PRINCIPAL ---- TRAN AMT	BALANCE	---- INTEREST ---- TRAN AMT	BALANCE	---- FEES/CHARGES ---- TRAN AMT	BALANCE
STARTING BALANCE	11/05/11	00/00/00			.00		.00		.00
RATE CHANGE 100	11/05/11	03/06/12	2.79875		.00		.00		.00
DISBURSEMENT	11/05/11	11/18/11		1500000.00	1500000.00		.00		.00
RATE CHANGE 100	11/05/11	11/18/11	2.79875		.00		.00		.00
CURR INT PAYMNT	12/05/11	12/05/11			.00	3498.44	3498.44		.00
CURR INT PAYMNT	01/05/12	01/05/12			.00	3615.05	7113.49		.00
CURR INT PAYMNT	02/05/12	02/06/12			.00	3615.05	10728.54		.00
RATE CHANGE 100	02/13/12	03/06/12	3.07250		.00		.00		.00
CURR INT PAYMNT	03/05/12	03/05/12			.00	3381.82	14110.36		.00
CURR INT PAYMNT	04/05/12	04/05/12			.00	4208.18	18318.54		.00
ENDING BALANCE	04/05/12	04/05/12			1500000.00		18318.54		.00

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DATE: 04/28/2012
TIME: 02:41

HSBC BANK USA, N.A.
LOAN HISTORY REPORT

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CUSTOMER : ANNETTE*LORBER
ACCOUNT : 05-03-7850845-0
LOAN NUMBER: 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-2

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	---- PRINCIPAL ---- TRAN AMT	BALANCE	---- INTEREST ---- TRAN AMT	BALANCE	---- FEES/CHARGES ---- TRAN AMT	BALANCE
STARTING BALANCE	11/01/11	00/00/00			.00		.00		.00
RATE CHANGE 100	11/01/11	11/18/11	2.73125		.00		.00		.00
DISBURSEMENT	11/01/11	11/18/11		500000.00	500000.00		.00		.00
CURR INT PAYMNT	12/01/11	12/01/11			.00	1138.02	1138.02		.00
INT PAYMNT RVSL	12/01/11	12/05/11			.00	1138.02-	.00		.00
CURR INT PAYMNT	12/20/11	12/20/11			.00	1138.02	1138.02		.00
CURR INT PAYMNT	01/01/12	01/03/12			.00	1175.96	2313.98		.00
LATE CHRG PYMNT	01/01/12	01/03/12			.00		.00	56.90	56.90
CURR INT PAYMNT	02/01/12	02/01/12			.00	1175.95	3489.93		.00
INT PAYMNT RVSL	02/01/12	02/03/12			.00	1175.95-	2313.98		.00
CURR INT PAYMNT	03/01/12	03/01/12			.00	2276.04	4590.02		.00
LATE CHRG PYMNT	03/01/12	03/01/12			.00		.00	58.79	115.69
CURR INT PAYMNT	04/01/12	04/02/12			.00	1175.95	5765.97		.00
ENDING BALANCE	04/01/12	04/02/12			500000.00		5765.97		115.69

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DATE: 04/28/2012
TIME: 02:41

HSBC BANK USA, N.A.
LOAN HISTORY REPORT

PAGE: 8
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CUSTOMER : ANNETTE*LORBER
ACCOUNT : 05-03-7850845-0
LOAN NUMBER: 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-0

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	---- PRINCIPAL ---- TRAN AMT	BALANCE	---- INTEREST ---- TRAN AMT	BALANCE	---- FEES/CHARGES ---- TRAN AMT	BALANCE
STARTING BALANCE	11/01/11	00/00/00			.00		.00		.00
RATE CHANGE 100	11/01/11	11/18/11	2.73125		.00		.00		.00
DISBURSEMENT	11/01/11	11/18/11		355000.00	355000.00		.00		.00
CURR INT PAYMNT	12/01/11	12/01/11			.00	807.99	807.99		.00
CURR INT PAYMNT	01/01/12	01/03/12			.00	834.93	1642.92		.00
CURR INT PAYMNT	02/01/12	02/01/12			.00	834.93	2477.85		.00
CURR INT PAYMNT	03/01/12	03/01/12			.00	781.06	3258.91		.00
CURR INT PAYMNT	04/01/12	04/02/12			.00	834.93	4093.84		.00
ENDING BALANCE	04/01/12	04/02/12			355000.00		4093.84		.00

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CUSTOMER : ANNETTE*LOHBER
ACCOUNT : 05-03-7850845-0
LOAN NUMBER: 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-3

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	PRINCIPAL TRAN AMT	PRINCIPAL BALANCE	INTEREST TRAN AMT	INTEREST BALANCE	FEES/CHARGES TRAN AMT	FEES/CHARGES BALANCE
STARTING BALANCE	11/01/11	00/00/00			.00		.00		.00
RATE CHANGE 100	11/01/11	11/21/11	2.72950		.00		.00		.00
DISBURSEMENT	11/01/11	11/21/11		40000.00	40000.00		.00		.00
CURR INT PAYMNT	12/01/11	12/01/11			.00	90.98	90.98		.00
CURR INT PAYMNT	01/01/12	01/03/12			.00	94.02	185.00		.00
CURR INT PAYMNT	02/01/12	02/01/12			.00	94.02	279.02		.00
CURR INT PAYMNT	03/01/12	03/01/12			.00	87.95	366.97		.00
CURR INT PAYMNT	04/01/12	04/02/12			.00	94.01	460.98		.00
ENDING BALANCE	04/01/12	04/02/12			40000.00		460.98		.00

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CUSTOMER : MARTIN*LORBER
ACCOUNT : 05-06-9526609-6
LOAN NUMBER: 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-1

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	---- PRINCIPAL ---- TRAN AMT	BALANCE	---- INTEREST ---- TRAN AMT	BALANCE	---- FEES/CHARGES ---- TRAN AMT	BALANCE
STARTING BALANCE	08/20/01	00/00/00			.00		.00		.00
ENDING BALANCE	08/20/01	00/00/00			.00		.00		.00

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CUSTOMER : MARTIN*LORBER
ACCOUNT : 05-05-9526609-6
LOAN NUMBER: 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-9

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	PRINCIPAL TRAN AMT	PRINCIPAL BALANCE	INTEREST TRAN AMT	INTEREST BALANCE	FEES/CHARGES TRAN AMT	FEES/CHARGES BALANCE
STARTING BALANCE	02/09/00	00/00/00			.00		.00		.00
RATE CHANGE 100	08/20/01	08/17/01	4.75000		.00		.00		.00
RATE CHANGE 100	08/20/01	09/17/01	4.75000		.00		.00		.00
DISBURSEMENT	08/20/01	09/17/01		4000000.00	4000000.00		.00		.00
RATE CHANGE 100	09/17/01	09/17/01	4.03000		.00		.00		.00
RATE CHANGE 100	09/17/01	09/17/02	4.03000		.00		.00		.00
ADVANCE PRINC	09/17/01	09/17/01		4000000.00	8000000.00		.00		.00
ADVANCE PRINC	09/17/01	09/17/01		.00	8000000.00		.00		.00
CURR INT PAYMENT	09/17/01	09/17/01			.00	16361.11	16361.11		.00
CURR PRIN PYMNT	09/17/01	09/17/01		4000000.00-	4000000.00		.00		.00
CURR INT PAYMENT	10/17/01	10/17/01			.00	13433.33	29794.44		.00
CURR INT PAYMENT	11/17/01	11/19/01			.00	13881.11	43675.55		.00
CURR INT PAYMENT	12/17/01	12/17/01			.00	13433.34	57108.89		.00
CURR INT PAYMENT	01/17/02	01/17/02			.00	13881.11	70990.00		.00
CURR INT PAYMENT	02/17/02	02/19/02			.00	13881.11	84871.11		.00
CURR INT PAYMENT	03/17/02	03/18/02			.00	12537.78	97408.89		.00
CURR INT PAYMENT	04/17/02	04/17/02			.00	13881.11	111290.00		.00
CURR INT PAYMENT	05/17/02	05/17/02			.00	13433.33	124723.33		.00
CURR INT PAYMENT	06/17/02	06/17/02			.00	13881.11	138604.44		.00
CURR INT PAYMENT	07/17/02	07/17/02			.00	13433.33	152037.77		.00
CURR INT PAYMENT	08/17/02	08/19/02			.00	13881.12	165918.89		.00
RATE CHANGE 100	09/17/02	09/17/02	2.82000		.00		.00		.00
RATE CHANGE 100	09/17/02	09/18/02	2.82000		.00		.00		.00
RATE CHANGE 100	09/17/02	09/12/03	2.82000		.00		.00		.00
CURR INT PAYMENT	09/17/02	09/17/02			.00	13881.11	179800.00		.00
CURR PRIN PYMNT	09/17/02	09/17/02		2000000.00-	2000000.00		.00		.00
CURR INT PAYMENT	10/01/02	10/01/02			.00	2193.33	181993.33		.00
CURR INT PAYMENT	11/01/02	11/01/02			.00	4856.67	186850.00		.00
CURR PRIN PYMNT	11/18/02	11/18/02		350000.00-	1650000.00		.00		.00
CURR INT PAYMENT	12/01/02	12/02/02			.00	4343.58	191193.58		.00
CURR PRIN PYMNT	12/24/02	12/24/02		650000.00-	1000000.00		.00		.00
CURR INT PAYMENT	01/01/03	01/02/03			.00	4006.75	195200.33		.00
CURR INT PAYMENT	02/01/03	02/03/03			.00	2021.00	197221.33		.00
CURR PRIN PYMNT	02/24/03	02/24/03		250000.00-	750000.00		.00		.00
CURR INT PAYMENT	03/01/03	03/03/03			.00	2193.33	199414.66		.00
CURR INT PAYMENT	04/01/03	04/01/03			.00	1723.34	201138.00		.00
CURR INT PAYMENT	05/01/03	05/01/03			.00	1762.50	202900.50		.00
CURR INT PAYMENT	06/01/03	06/02/03			.00	1821.25	204721.75		.00
CURR INT PAYMENT	07/01/03	07/01/03			.00	1762.50	206484.25		.00
CURR INT PAYMENT	08/01/03	08/01/03			.00	1821.25	208305.50		.00
CURR INT PAYMENT	09/01/03	09/02/03			.00	1821.25	210126.75		.00
RATE CHANGE 100	09/12/03	09/12/03	2.07875		.00		.00		.00
RATE CHANGE 100	09/12/03	07/10/04	2.07875		.00		.00		.00
CURR PRIN PYMNT	09/12/03	09/12/03		400000.00-	350000.00		.00		.00
CURR INT PAYMENT	10/01/03	10/01/03			.00	1030.24	211156.99		.00
CURR INT PAYMENT	11/01/03	11/03/03			.00	626.51	211783.50		.00
CURR INT PAYMENT	12/01/03	12/01/03			.00	606.30	212389.80		.00
CURR INT PAYMENT	01/01/04	01/02/04			.00	626.51	213016.31		.00
CURR INT PAYMENT	02/01/04	02/02/04			.00	626.52	213642.83		.00

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CUSTOMER : MARTIN*LORENZO
ACCOUNT : 05-06-9326609-6
LOAN NUMBER: 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-9

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	---- PRINCIPAL ---- TRAN AMT	BALANCE	---- INTEREST ---- TRAN AMT	BALANCE	---- FEES/CHARGES ---- TRAN AMT	BALANCE
BALANCE FORWARD					350000.00		213642.83		.00
CURR INT PAYMNT	03/01/04	03/01/04			.00	586.09	214228.92		.00
RATE CHANGE 100	03/10/04	03/10/04	2.05000		.00		.00		.00
RATE CHANGE 100	03/10/04	04/15/04	2.05000		.00		.00		.00
RATE CHANGE 100	03/10/04	09/03/04	2.05000		.00		.00		.00
CURR PRIN PYMNT	03/10/04	03/10/04		250000.00-	100000.00		.00		.00
CURR INT PAYMNT	04/01/04	04/01/04			.00	307.17	214536.09		.00
CURR INT PAYMNT	05/01/04	05/03/04			.00	170.83	214706.92		.00
CURR INT PAYMNT	06/01/04	06/01/04			.00	176.53	214883.45		.00
CURR INT PAYMNT	07/01/04	07/01/04			.00	170.83	215054.28		.00
CURR INT PAYMNT	08/01/04	08/02/04			.00	176.53	215230.81		.00
CURR INT PAYMNT	09/01/04	09/01/04			.00	176.53	215407.34		.00
RATE CHANGE 100	09/03/04	09/03/04	3.02375		.00		.00		.00
RATE CHANGE 200	09/03/04	09/07/04	3.02375		.00		.00		.00
CURR INT PAYMNT	10/01/04	10/01/04			.00	246.57	215653.91		.00
CURR INT PAYMNT	11/01/04	11/01/04			.00	260.37	215914.28		.00
CURR INT PAYMNT	12/01/04	12/01/04			.00	251.98	216166.26		.00
CURR PRIN PYMNT	12/15/04	12/15/04		100000.00-	.00		.00		.00
CURR INT PAYMNT	01/01/05	01/03/05			.00	117.59	216283.85		.00
ENDING BALANCE	01/01/05	01/03/05			.00		216283.85		.00

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CUSTOMER : MARTIN*LORBER
ACCOUNT : 05-06-9626503-6
LOAN NUMBER: 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-0

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	---- PRINCIPAL ---- TRAN AMT	BALANCE	---- INTEREST ---- TRAN AMT	BALANCE	---- FEES/CHARGES ---- TRAN AMT	BALANCE
STARTING BALANCE	09/17/02	00/00/00			.00		.00		.00
RATE CHANGE 100	09/17/02	09/17/02	2.73938		.00		.00		.00
RATE CHANGE 100	09/17/02	09/18/02	2.74000		.00		.00		.00
DISBURSEMENT	09/17/02	09/17/02		2000000.00	2000000.00		.00		.00
CURR INT PAYMNT	10/01/02	10/01/02			.00	2131.11	2131.11		.00
CURR INT PAYMNT	11/01/02	11/01/02			.00	4718.89	6850.00		.00
CURR INT PAYMNT	12/01/02	12/02/02			.00	4566.67	11416.67		.00
CURR INT PAYMNT	01/01/03	01/02/03			.00	4718.89	16135.56		.00
CURR INT PAYMNT	02/01/03	02/03/03			.00	4718.88	20854.44		.00
CURR INT PAYMNT	03/01/03	03/03/03			.00	4262.23	25116.67		.00
CURR INT PAYMNT	04/01/03	04/01/03			.00	4718.89	29835.56		.00
CURR PRIN PYMNT	04/16/03	04/16/03		2000000.00-	.00		.00		.00
CURR INT PAYMNT	05/01/03	05/01/03			.00	2283.33	32118.89		.00
ENDING BALANCE	05/01/03	05/01/03			.00		32118.89		.00

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CUSTOMER : MARTIN*LORBER
ACCOUNT : 05-06-9526609-6
LOAN NUMBER: 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-0

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	PRINCIPAL TRAN AMT	PRINCIPAL BALANCE	INTEREST TRAN AMT	INTEREST BALANCE	FEES/CHARGES TRAN AMT	FEES/CHARGES BALANCE
STARTING BALANCE	00/00/00	00/00/00			.00		.00		.00
ENDING BALANCE	00/00/00	00/00/00			.00		.00		.00

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CUSTOMER : MARTIN*LORBER
ACCOUNT : 05-06-9526509-6
LOAN NUMBER: 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-6

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	PRINCIPAL TRAN AMT	PRINCIPAL BALANCE	INTEREST TRAN AMT	INTEREST BALANCE	FEES/CHARGES TRAN AMT	FEES/CHARGES BALANCE
STARTING BALANCE	04/16/03	00/00/00			.00		.00		.00
RATE CHANGE 100	04/16/03	04/16/03	2.30000		.00		.00		.00
RATE CHANGE 100	04/16/03	04/16/04	2.30000		.00		.00		.00
DISBURSEMENT	04/16/03	04/16/03		2300000.00	2300000.00		.00		.00
CURR INT PAYMNT	05/01/03	05/01/03			.00	2204.17	2204.17		.00
CURR INT PAYMNT	06/01/03	06/02/03			.00	4555.27	6759.44		.00
CURR INT PAYMNT	07/01/03	07/01/03			.00	4408.34	11167.78		.00
CURR INT PAYMNT	08/01/03	08/01/03			.00	4555.28	15723.06		.00
CURR INT PAYMNT	09/01/03	09/02/03			.00	4555.27	20278.33		.00
CURR INT PAYMNT	10/01/03	10/01/03			.00	4408.34	24686.67		.00
CURR INT PAYMNT	11/01/03	11/03/03			.00	4555.27	29241.94		.00
CURR INT PAYMNT	12/01/03	12/01/03			.00	4408.34	33650.28		.00
CURR INT PAYMNT	01/01/04	01/02/04			.00	4555.28	38205.56		.00
CURR INT PAYMNT	02/01/04	02/02/04			.00	4555.27	42760.83		.00
CURR INT PAYMNT	03/01/04	03/01/04			.00	4261.39	47022.22		.00
CURR INT PAYMNT	04/01/04	04/01/04			.00	4555.28	51577.50		.00
RATE CHANGE 100	04/16/04	04/16/04	2.14000		.00		.00		.00
RATE CHANGE 100	04/16/04	09/14/04	2.14000		.00		.00		.00
CURR INT PAYMNT	05/01/04	05/03/04			.00	4255.00	55832.50		.00
CURR INT PAYMNT	06/01/04	06/01/04			.00	4238.39	60070.89		.00
CURR INT PAYMNT	07/01/04	07/01/04			.00	4101.67	64172.56		.00
CURR INT PAYMNT	08/01/04	08/02/04			.00	4238.38	68410.94		.00
CURR INT PAYMNT	09/01/04	09/01/04			.00	4238.39	72649.33		.00
RATE CHANGE 100	09/13/04	09/14/04	2.97000		.00		.00		.00
RATE CHANGE 100	09/13/04	03/14/05	2.97000		.00		.00		.00
CURR INT PAYMNT	10/01/04	10/01/04			.00	5056.17	77705.50		.00
CURR INT PAYMNT	11/01/04	11/01/04			.00	5882.25	83587.75		.00
CURR INT PAYMNT	12/01/04	12/01/04			.00	5692.50	89280.25		.00
CURR INT PAYMNT	01/01/05	01/03/05			.00	5882.25	95162.50		.00
CURR INT PAYMNT	02/01/05	02/01/05			.00	5882.25	101044.75		.00
CURR INT PAYMNT	03/01/05	03/01/05			.00	5313.00	106357.75		.00
RATE CHANGE 100	03/14/05	03/14/05	4.36000		.00		.00		.00
RATE CHANGE 100	03/14/05	12/09/05	4.36000		.00		.00		.00
CURR INT PAYMNT	04/01/05	04/01/05			.00	7480.75	113838.50		.00
CURR INT PAYMNT	05/01/05	05/02/05			.00	8356.67	122195.17		.00
CURR INT PAYMNT	06/01/05	06/01/05			.00	8635.22	130830.39		.00
CURR INT PAYMNT	07/01/05	07/01/05			.00	8356.67	139187.06		.00
CURR INT PAYMNT	08/01/05	08/01/05			.00	8635.22	147822.28		.00
CURR INT PAYMNT	09/01/05	09/01/05			.00	8635.22	156457.50		.00
CURR INT PAYMNT	10/01/05	10/03/05			.00	8356.67	164814.17		.00
CURR INT PAYMNT	11/01/05	11/01/05			.00	8635.22	173449.39		.00
CURR INT PAYMNT	12/01/05	12/01/05			.00	8356.67	181806.06		.00
RATE CHANGE 100	12/09/05	12/09/05	5.24000		.00		.00		.00
RATE CHANGE 100	12/09/05	01/09/06	5.24000		.00		.00		.00
CURR PRIN PYMNT	12/09/05	12/09/05		600000.00-	1700000.00		.00		.00
CURR INT PAYMNT	01/01/06	01/03/06			.00	7919.66	189725.72		.00
RATE CHANGE 100	01/09/06	01/09/06	5.31875		.00		.00		.00
RATE CHANGE 100	01/09/06	02/08/06	5.31875		.00		.00		.00
CURR PRIN PYMNT	01/09/06	01/09/06		50000.00-	1650000.00		.00		.00

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CUSTOMER : MARTIN*LORNER
ACCOUNT : 05-06-9526609-6
LOAN NUMBER: 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-6

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	PRINCIPAL TRAN AMT	PRINCIPAL BALANCE	INTEREST TRAN AMT	INTEREST BALANCE	FEES/CHARGES TRAN AMT	FEES/CHARGES BALANCE
BALANCE FORWARD					1650000.00		189725.72		.00
CURR INT PAYMNT	02/01/05	02/01/05			.00	7506.41	197312.13		.00
RATE CHANGE 100	02/08/05	02/08/06	5.47000		.00		.00		.00
RATE CHANGE 100	02/08/06	03/10/06	5.47000		.00		.00		.00
CURR PRIN PYMNT	02/08/06	02/08/06		450000.00-	1200000.00		.00		.00
CURR INT PAYMNT	03/01/06	03/01/06			.00	5535.43	202847.56		.00
RATE CHANGE 100	03/10/06	03/10/06	5.67875		.00		.00		.00
RATE CHANGE 100	03/10/06	05/09/06	5.67875		.00		.00		.00
CURR INT PAYMNT	04/03/06	04/03/06			.00	6184.00	209031.55		.00
CURR INT PAYMNT	05/03/06	05/03/06			.00	5678.75	214710.31		.00
RATE CHANGE 100	05/09/06	05/09/06	6.01880		.00		.00		.00
RATE CHANGE 100	05/09/06	07/10/06	6.01880		.00		.00		.00
CURR INT PAYMNT	06/01/06	06/01/06			.00	5750.16	220460.47		.00
CURR INT PAYMNT	07/01/06	07/03/06			.00	6018.80	226479.27		.00
RATE CHANGE 100	07/10/06	07/10/06	6.52720		.00		.00		.00
RATE CHANGE 100	07/10/06	01/11/07	6.52720		.00		.00		.00
CURR INT PAYMNT	08/01/06	08/01/06			.00	6592.26	233071.53		.00
CURR PRIN PYMNT	08/31/06	08/31/06		529000.00-	671000.00		.00		.00
CURR INT PAYMNT	09/01/06	09/01/06			.00	6744.77	239816.30		.00
CURR INT PAYMNT	10/01/06	10/02/06			.00	3553.88	243370.18		.00
CURR PRIN PYMNT	10/25/06	10/26/06		600000.00-	71000.00		.00		.00
CURR INT PAYMNT	11/01/06	11/01/06			.00	3771.45	247141.63		.00
CURR INT PAYMNT	11/01/06	11/06/06			.00	3009.94	250151.57		.00
INT PAYMNT RVSL	11/01/06	11/06/06			.00	3771.45-	246380.12		.00
CURR INT PAYMNT	12/01/06	12/01/06			.00	386.20	246766.32		.00
CURR INT PAYMNT	01/01/07	01/02/07			.00	399.06	247165.38		.00
RATE CHANGE 100	01/08/07	01/11/07	6.19110		.00		.00		.00
CURR INT PAYMNT	02/01/07	02/01/07			.00	383.16	247548.54		.00
CURR INT PAYMNT	03/01/07	03/01/07			.00	341.89	247890.43		.00
CURR INT PAYMNT	04/01/07	04/02/07			.00	378.51	248268.94		.00
CURR PRIN PYMNT	04/03/07	04/03/07		71000.00-	.00		.00		.00
CURR INT PAYMNT	05/01/07	05/01/07			.00	24.42	248293.36		.00
ENDING BALANCE	05/01/07	05/01/07			.00		248293.36		.00

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CUSTOMER : MARTIN*LORBER
ACCOUNT : 05-06-9526609-6
LOAN NUMBER: 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-3

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	---- PRINCIPAL ---- TRAN AMT	BALANCE	---- INTEREST ---- TRAN AMT	BALANCE	---- FEES/CHARGES ---- TRAN AMT	BALANCE
STARTING BALANCE	05/23/03	00/00/00			.00		.00		.00
RATE CHANGE 100	05/23/03	05/23/03	2.11750		.00		.00		.00
RATE CHANGE 100	05/23/03	10/20/03	2.11750		.00		.00		.00
DISBURSEMENT	05/23/03	05/23/03		400000.00	400000.00		.00		.00
CURR INT PAYMENT	07/01/03	07/01/03			.00	917.58	917.58		.00
CURR INT PAYMENT	08/01/03	08/01/03			.00	729.36	1646.94		.00
CURR INT PAYMENT	09/01/03	09/02/03			.00	729.37	2376.31		.00
CURR INT PAYMENT	10/01/03	10/01/03			.00	705.83	3082.14		.00
RATE CHANGE 100	10/20/03	10/20/03	2.27500		.00		.00		.00
RATE CHANGE 100	10/20/03	07/15/04	2.27500		.00		.00		.00
CURR PRIN PYMNT	10/20/03	10/20/03		100000.00-	300000.00		.00		.00
CURR INT PAYMENT	11/01/03	11/03/03			.00	674.53	3756.67		.00
CURR INT PAYMENT	12/01/03	12/01/03			.00	568.75	4325.42		.00
CURR INT PAYMENT	01/01/04	01/02/04			.00	587.71	4913.13		.00
CURR INT PAYMENT	02/01/04	02/02/04			.00	587.70	5500.83		.00
CURR INT PAYMENT	03/01/04	03/01/04			.00	549.79	6050.62		.00
CURR INT PAYMENT	04/01/04	04/01/04			.00	587.71	6638.33		.00
CURR INT PAYMENT	05/01/04	05/03/04			.00	568.75	7207.08		.00
CURR INT PAYMENT	06/01/04	06/01/04			.00	587.71	7794.79		.00
CURR INT PAYMENT	07/01/04	07/01/04			.00	568.75	8363.54		.00
RATE CHANGE 100	07/16/04	07/16/04	3.21000		.00		.00		.00
RATE CHANGE 100	07/16/04	07/11/05	3.21000		.00		.00		.00
CURR INT PAYMENT	08/01/04	08/02/04			.00	712.38	9075.92		.00
CURR INT PAYMENT	09/01/04	09/01/04			.00	829.25	9905.17		.00
CURR INT PAYMENT	10/01/04	10/01/04			.00	802.50	10707.67		.00
CURR INT PAYMENT	11/01/04	11/01/04			.00	829.25	11536.92		.00
CURR INT PAYMENT	12/01/04	12/01/04			.00	802.50	12339.42		.00
CURR INT PAYMENT	01/01/05	01/03/05			.00	829.25	13168.67		.00
CURR INT PAYMENT	02/01/05	02/01/05			.00	829.25	13997.92		.00
CURR INT PAYMENT	03/01/05	03/01/05			.00	749.00	14746.92		.00
CURR INT PAYMENT	04/01/05	04/01/05			.00	829.25	15576.17		.00
CURR INT PAYMENT	05/01/05	05/02/05			.00	802.50	16379.67		.00
CURR INT PAYMENT	06/01/05	06/01/05			.00	829.25	17207.92		.00
CURR INT PAYMENT	07/01/05	07/01/05			.00	802.50	18010.42		.00
RATE CHANGE 200	07/11/05	07/11/05	4.66750		.00		.00		.00
RATE CHANGE 100	07/11/05	07/12/05	4.66750		.00		.00		.00
CURR INT PAYMENT	08/01/05	08/01/05			.00	1084.31	19094.73		.00
CURR INT PAYMENT	09/01/05	09/01/05			.00	1205.77	20300.50		.00
CURR INT PAYMENT	10/01/05	10/03/05			.00	1166.87	21467.37		.00
CURR INT PAYMENT	11/01/05	11/01/05			.00	1205.78	22673.15		.00
CURR INT PAYMENT	12/01/05	12/01/05			.00	1166.87	23840.02		.00
CURR INT PAYMENT	01/01/06	01/03/06			.00	1205.77	25045.79		.00
CURR PRIN PYMNT	01/09/06	01/09/06		300000.00-	.00		.00		.00
CURR INT PAYMENT	02/01/06	02/01/06			.00	311.17	25356.96		.00
ENDING BALANCE	02/01/06	02/01/06			.00		25356.96		.00

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CUSTOMER : MARTIN*LORBER
ACCOUNT : 05-05-9326609-6
LOAN NUMBER: 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-2

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	PRINCIPAL TRAN AMT	PRINCIPAL BALANCE	INTEREST TRAN AMT	INTEREST BALANCE	FEES/CHARGES TRAN AMT	FEES/CHARGES BALANCE
STARTING BALANCE	06/01/04	00/00/00			.00		.00		.00
RATE CHANGE 100	06/01/04	06/01/04	2.32125		.00		.00		.00
RATE CHANGE 100	06/01/04	09/30/04	2.32125		.00		.00		.00
DISBURSEMENT	06/01/04	06/01/04		239001.31	239001.31		.00		.00
CURR INT PAYMNT	07/01/04	07/01/04			.00	462.32	462.32		.00
CURR INT PAYMNT	08/01/04	08/02/04			.00	477.73	940.05		.00
CURR INT PAYMNT	09/01/04	09/01/04			.00	477.73	1417.78		.00
RATE CHANGE 100	09/29/04	09/30/04	3.35000		.00		.00		.00
RATE CHANGE 100	09/29/04	09/28/05	3.35000		.00		.00		.00
CURR INT PAYMNT	10/01/04	10/01/04			.00	462.31	1980.09		.00
CURR INT PAYMNT	11/01/04	11/01/04			.00	703.12	2583.21		.00
CURR INT PAYMNT	12/01/04	12/01/04			.00	667.21	3250.42		.00
CURR INT PAYMNT	01/01/05	01/03/05			.00	689.45	3939.87		.00
CURR INT PAYMNT	02/01/05	02/01/05			.00	689.45	4629.32		.00
CURR INT PAYMNT	03/01/05	03/01/05			.00	622.73	5252.05		.00
CURR INT PAYMNT	04/01/05	04/01/05			.00	689.46	5941.51		.00
CURR INT PAYMNT	05/01/05	05/02/05			.00	667.21	6608.72		.00
CURR INT PAYMNT	06/01/05	06/01/05			.00	689.45	7298.17		.00
CURR INT PAYMNT	07/01/05	07/01/05			.00	667.21	7965.38		.00
CURR INT PAYMNT	08/01/05	08/01/05			.00	689.45	8654.83		.00
CURR INT PAYMNT	09/01/05	09/01/05			.00	689.46	9344.29		.00
RATE CHANGE 100	09/26/05	09/26/05	5.13000		.00		.00		.00
RATE CHANGE 100	09/26/05	09/27/06	5.13000		.00		.00		.00
CURR PRIN PYMNT	09/26/05	09/28/05		14817.57-	224183.74		.00		.00
CURR INT PAYMNT	10/01/05	10/03/05			.00	667.21	10011.50		.00
CURR INT PAYMNT	11/01/05	11/01/05			.00	1038.86	11050.36		.00
CURR INT PAYMNT	12/01/05	12/01/05			.00	958.39	12008.75		.00
CURR INT PAYMNT	01/01/06	01/03/06			.00	990.33	12999.08		.00
CURR INT PAYMNT	02/01/06	02/01/06			.00	990.33	13989.41		.00
CURR INT PAYMNT	03/01/06	03/01/06			.00	894.49	14883.90		.00
CURR INT PAYMNT	04/01/06	04/03/06			.00	990.33	15874.23		.00
CURR INT PAYMNT	05/01/06	05/01/06			.00	958.39	16832.62		.00
CURR INT PAYMNT	06/01/06	06/01/06			.00	990.33	17822.95		.00
CURR INT PAYMNT	07/01/06	07/03/06			.00	958.39	18781.34		.00
CURR INT PAYMNT	08/01/06	08/01/06			.00	990.33	19771.67		.00
CURR INT PAYMNT	09/01/06	09/01/06			.00	990.33	20762.00		.00
RATE CHANGE 100	09/21/06	09/27/06	6.30540		.00		.00		.00
RATE CHANGE 100	09/21/06	01/31/07	6.30540		.00		.00		.00
CURR INT PAYMNT	10/01/06	10/02/06			.00	958.39	21720.39		.00
CURR INT PAYMNT	11/01/06	11/01/06			.00	1290.43	23010.82		.00
CURR INT PAYMNT	12/01/06	12/01/06			.00	1177.97	24188.79		.00
CURR INT PAYMNT	01/01/07	01/02/07			.00	1217.24	25406.03		.00
RATE CHANGE 100	01/19/07	01/31/07	6.26790		.00		.00		.00
CURR INT PAYMNT	02/01/07	02/01/07			.00	1217.24	26623.27		.00
CURR INT PAYMNT	03/01/07	03/01/07			.00	1089.87	27713.14		.00
CURR INT PAYMNT	04/01/07	04/02/07			.00	1210.00	28923.14		.00
CURR PRIN PYMNT	04/03/07	04/03/07		224183.74-	.00		.00		.00
CURR INT PAYMNT	05/01/07	05/01/07			.00	78.06	29001.20		.00

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CUSTOMER : MARTIN*LORBER
ACCOUNT : 85-06-9526609-6
LOAN NUMBER: 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-3

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	---- PRINCIPAL ---- TRAN AMT	BALANCE	---- INTEREST ---- TRAN AMT	BALANCE	---- FEES/CHARGES ---- TRAN AMT	BALANCE
STARTING BALANCE	08/16/04	00/00/00			.00		.00		.00
RATE CHANGE 100	08/16/04	08/16/04	2.98250		.00		.00		.00
DISBURSEMENT	08/16/04	08/16/04		250000.00	250000.00		.00		.00
CURR INT PAYMNT	09/01/04	09/01/04			.00	331.39	331.39		.00
CURR INT PAYMNT	10/01/04	10/01/04			.00	621.35	952.74		.00
CURR INT PAYMNT	11/01/04	11/01/04			.00	642.07	1594.81		.00
CURR INT PAYMNT	12/01/04	12/01/04			.00	621.35	2216.16		.00
CURR PRIN PYMNT	12/15/04	12/15/04		250000.00-	.00		.00		.00
CURR INT PAYMNT	01/01/05	01/03/05			.00	289.97	2506.13		.00
ENDING BALANCE	01/01/05	01/03/05			.00		2506.13		.00

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CUSTOMER : MARTIN*LORBER
ACCOUNT : 65-06-9526609-6
LOAN NUMBER: 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-2

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	---- PRINCIPAL ---- TRAN AMT	BALANCE	---- INTEREST ---- TRAN AMT	BALANCE	---- FEES/CHARGES ---- TRAN AMT	BALANCE
STARTING BALANCE	09/23/04	00/00/00			.00		.00		.00
RATE CHANGE 100	09/23/04	09/23/04	2.90375		.00		.00		.00
DISBURSEMENT	09/23/04	09/23/04		300000.00	300000.00		.00		.00
CURR INT PAYMNT	10/01/04	10/01/04			.00	193.58	193.58		.00
CURR INT PAYMNT	11/01/04	11/01/04			.00	750.14	943.72		.00
CURR INT PAYMNT	12/01/04	12/01/04			.00	725.94	1669.66		.00
CURR PRIN PYMNT	12/15/04	12/16/04		300000.00-	.00		.00		.00
CURR INT PAYMNT	01/01/05	01/03/05			.00	338.77	2008.43		.00
ENDING BALANCE	01/01/05	01/03/05			.00		2008.43		.00

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CUSTOMER : MARTIN*LOBNER
ACCOUNT : 05-06-3526609-6
LOAN NUMBER: 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-1

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	PRINCIPAL TRAN AMT	PRINCIPAL BALANCE	INTEREST TRAN AMT	INTEREST BALANCE	FEES/CHARGES TRAN AMT	FEES/CHARGES BALANCE
STARTING BALANCE	10/04/04	00/00/00			.00		.00		.00
RATE CHANGE 100	10/04/04	10/04/04	2.82000		.00		.00		.00
DISBURSEMENT	10/04/04	10/04/04		242881.54	242881.54		.00		.00
CURR INT PAYMNT	11/01/04	11/01/04			.00	532.72	532.72		.00
CURR PRIN PYMNT	11/29/04	11/29/04		242881.54-	.00		.00		.00
CURR INT PAYMNT	12/01/04	12/01/04			.00	570.77	1103.49		.00
NON-DIS INT RBT	12/01/04	12/02/04			.00	38.05-	1065.44		.00
ENDING BALANCE	12/01/04	12/02/04			.00		1065.44		.00

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CUSTOMER : MARTIN LORBER
ACCOUNT : 03-06-9526609-6
LOAN NUMBER: 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-0

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	PRINCIPAL TRAN AMT	PRINCIPAL BALANCE	INTEREST TRAN AMT	INTEREST BALANCE	FEES/CHARGES TRAN AMT	FEES/CHARGES BALANCE
STARTING BALANCE	10/06/04	00/00/00			.00		.00		.00
RATE CHANGE 100	10/06/04	10/06/04	2.99563		.00		.00		.00
DISBURSEMENT	10/06/04	10/06/04		370000.00	370000.00		.00		.00
CURR INT PAYMNT	11/01/04	11/01/04			.00	800.50	800.50		.00
CURR INT PAYMNT	12/01/04	12/01/04			.00	923.65	1724.15		.00
CURR PRIN PYMNT	12/16/04	12/16/04		370000.00-	.00		.00		.00
CURR INT PAYMNT	01/01/05	01/03/05			.00	461.83	2185.98		.00
ENDING BALANCE	01/01/05	01/03/05			.00		2185.98		.00

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CUSTOMER : MARTIN*LORBER
ACCOUNT : 05-06-9526609-6
LOAN NUMBER: 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-8

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	---- PRINCIPAL ---- TRAN AMT	BALANCE	---- INTEREST ---- TRAN AMT	BALANCE	---- FEES/CHARGES ---- TRAN AMT	BALANCE
STARTING BALANCE	08/11/05	00/00/00			.00		.00		.00
RATE CHANGE 100	08/11/05	08/11/05	4.69000		.00		.00		.00
RATE CHANGE 100	08/11/05	11/09/05	4.69000		.00		.00		.00
DISBURSEMENT	08/11/05	08/11/05		250000.00	250000.00		.00		.00
CURR INT PAYMENT	09/01/05	09/01/05			.00	683.96	683.96		.00
CURR INT PAYMENT	10/01/05	10/03/05			.00	977.08	1661.04		.00
CURR INT PAYMENT	11/01/05	11/01/05			.00	1009.65	2670.69		.00
RATE CHANGE 100	11/09/05	11/09/05	5.14125		.00		.00		.00
CURR INT PAYMENT	12/01/05	12/01/05			.00	1046.03	3716.72		.00
CURR INT PAYMENT	01/01/06	01/03/06			.00	1106.80	4823.52		.00
CURR PRIN PYMNT	01/09/06	01/09/06		250000.00-	.00		.00		.00
CURR INT PAYMENT	02/01/06	02/01/06			.00	285.62	5109.14		.00
ENDING BALANCE	02/01/06	02/01/06			.00		5109.14		.00

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CUSTOMER : HARTLI*LORBER
ACCOUNT : 05-06-9526609-6
LOAN NUMBER: 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-2

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	PRINCIPAL TRAN AMT	PRINCIPAL BALANCE	INTEREST TRAN AMT	INTEREST BALANCE	FEES/CHARGES TRAN AMT	FEES/CHARGES BALANCE
STARTING BALANCE	08/30/05	00/00/00			.00		.00		.00
RATE CHANGE 100	08/30/05	08/30/05	4.98000		.00		.00		.00
RATE CHANGE 100	08/30/05	02/27/06	4.98000		.00		.00		.00
DISBURSEMENT	08/30/05	08/30/05		500000.00	500000.00		.00		.00
CURR INT PAYMENT	10/01/05	10/03/05			.00	2213.33	2213.33		.00
CURR INT PAYMENT	11/01/05	11/01/05			.00	2144.17	4357.50		.00
CURR INT PAYMENT	12/01/05	12/01/05			.00	2075.00	6432.50		.00
CURR INT PAYMENT	01/01/06	01/03/06			.00	2144.17	8576.67		.00
CURR INT PAYMENT	02/01/06	02/01/06			.00	2144.16	10720.83		.00
RATE CHANGE 100	02/27/06	02/27/06	5.48063		.00		.00		.00
RATE CHANGE 100	02/27/06	03/29/06	5.48063		.00		.00		.00
CURR PRIN PYMNT	02/27/06	02/27/06		150000.00-	350000.00		.00		.00
CURR INT PAYMENT	03/01/06	03/01/06			.00	1936.67	12657.50		.00
RATE CHANGE 100	03/29/06	03/29/06	5.72670		.00		.00		.00
RATE CHANGE 100	03/29/06	04/28/06	5.72670		.00		.00		.00
ADVANCE PRINC	03/29/06	03/29/06		50000.00	400000.00		.00		.00
ADVANCE PRINC	03/29/06	03/30/06		50000.00	450000.00		.00		.00
CURR PRIN PYMNT	03/29/06	03/30/06		50000.00-	400000.00		.00		.00
CURR INT PAYMENT	04/01/06	04/03/06			.00	1620.04	14277.54		.00
RATE CHANGE 100	04/28/06	04/28/06	5.95850		.00		.00		.00
RATE CHANGE 100	04/28/06	05/01/06	5.95850		.00		.00		.00
RATE CHANGE 100	04/28/06	06/27/06	5.95050		.00		.00		.00
CURR INT PAYMENT	05/01/06	05/01/06			.00	1939.93	16217.47		.00
CURR INT PAYMENT	06/01/06	06/01/06			.00	2060.10	18277.57		.00
RATE CHANGE 100	06/27/06	06/27/06	6.37830		.00		.00		.00
RATE CHANGE 100	06/27/06	09/27/06	6.37830		.00		.00		.00
CURR INT PAYMENT	07/01/06	07/03/06			.00	1986.17	20263.74		.00
CURR INT PAYMENT	08/01/06	08/01/06			.00	2181.65	22445.39		.00
CURR INT PAYMENT	09/01/06	09/01/06			.00	2166.87	24612.26		.00
RATE CHANGE 100	09/25/06	09/27/06	6.29550		.00		.00		.00
CURR INT PAYMENT	10/01/06	10/02/06			.00	2096.98	26709.24		.00
CURR PRIN PYMNT	10/25/06	10/26/06		400000.00-	.00		.00		.00
CURR INT PAYMENT	11/01/06	11/01/06			.00	2168.75	28877.99		.00
TOP-DIS INT RBT	11/01/06	11/08/06			.00	489.65-	28388.34		.00
ENDING BALANCE	11/01/06	11/08/06			.00		28388.34		.00

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CUSTOMER : MARTIN*LOBBER
ACCOUNT : 05-06-9526609-6
LOAN NUMBER: 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-7

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	PRINCIPAL TRAN AMT	PRINCIPAL BALANCE	INTEREST TRAN AMT	INTEREST BALANCE	FEES/CHARGES TRAN AMT	FEES/CHARGES BALANCE
STARTING BALANCE	09/29/05	00/00/00			.00		.00		.00
RATE CHANGE 100	09/29/05	09/29/05	4.95438		.00		.00		.00
DISBURSEMENT	09/29/05	09/29/05		250000.00	250000.00		.00		.00
CURR INT PAYMENT	11/01/05	11/01/05			.00	1135.38	1135.38		.00
CURR INT PAYMENT	12/01/05	12/01/05			.00	1032.16	2167.54		.00
CURR PRIN PYMNT	12/23/05	12/27/05		250000.00-	.00		.00		.00
CURR INT PAYMENT	01/01/06	01/03/06			.00	1066.57	3234.11		.00
NON-DIS INT RBT	01/11/06	01/11/06			.00	309.65-	2924.46		.00
ENDING BALANCE	01/11/06	01/11/06			.00		2924.46		.00

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CUSTOMER : MARTIN*LORBER
ACCOUNT : 05-06-9526609-6
LOAN NUMBER: 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-5

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	PRINCIPAL TRAN AMT	PRINCIPAL BALANCE	INTEREST TRAN AMT	INTEREST BALANCE	FEES/CHARGES TRAN AMT	FEES/CHARGES BALANCE
STARTING BALANCE	04/13/06	00/00/00			.00		.00		.00
RATE CHANGE 100	04/13/06	04/13/06	5.12280		.00		.00		.00
DISBURSEMENT	04/13/06	04/13/06		800000.00	800000.00		.00		.00
CURR INT PAYMNT	05/01/06	05/01/06			.00	2449.12	2449.12		.00
CURR INT PAYMNT	06/01/06	06/01/06			.00	4217.93	6667.05		.00
CURR PRIN PYMNT	06/14/06	06/15/06		760000.00-	40000.00		.00		.00
CURR PRIN PYMNT	06/14/06	06/20/06		40000.00-	.00		.00		.00
CURR INT PAYMNT	07/01/06	07/03/06			.00	1768.81	8435.86		.00
ENDING BALANCE	07/01/06	07/03/06			.00		8435.86		.00

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CUSTOMER : MARTIN*LORBER
ACCOUNT : 05-06-9526609-6
LOAN NUMBER: 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-0

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	---- PRINCIPAL ---- TRAN AMT	BALANCE	---- INTEREST ---- TRAN AMT	BALANCE	---- FEES/CHARGES ---- TRAN AMT	BALANCE
STARTING BALANCE	07/20/06	00/00/00			.00		.00		.00
RATE CHANGE 100	07/20/06	07/20/06	6.56000		.00		.00		.00
RATE CHANGE 100	07/20/06	07/13/07	6.36000		.00		.00		.00
DISBURSEMENT	07/20/06	07/20/06		3500000.00	3500000.00		.00		.00
CURR INT PAYMNT	08/01/06	08/01/06			.00	7653.33	7653.33		.00
CURR INT PAYMNT	09/01/06	09/01/06			.00	19771.11	27424.44		.00
CURR INT PAYMNT	10/01/06	10/02/06			.00	19133.34	46557.78		.00
CURR INT PAYMNT	11/01/06	11/01/06			.00	19771.11	66328.89		.00
CURR INT PAYMNT	12/01/06	12/01/06			.00	19133.33	85462.22		.00
CURR INT PAYMNT	01/01/07	01/02/07			.00	19771.11	105233.33		.00
CURR INT PAYMNT	02/01/07	02/01/07			.00	19771.11	125004.44		.00
CURR INT PAYMNT	03/01/07	03/01/07			.00	17857.78	142862.22		.00
CURR INT PAYMNT	04/01/07	04/02/07			.00	19771.11	162633.33		.00
CURR INT PAYMNT	05/01/07	05/01/07			.00	19133.34	181766.67		.00
CURR INT PAYMNT	06/01/07	06/01/07			.00	19771.11	201537.78		.00
CURR INT PAYMNT	07/01/07	07/02/07			.00	19133.33	220671.11		.00
RATE CHANGE 100	07/12/07	07/13/07	6.29060		.00		.00		.00
RATE CHANGE 100	07/12/07	01/09/08	6.29060		.00		.00		.00
CURR INT PAYMNT	08/01/07	08/01/07			.00	19247.28	239918.39		.00
CURR INT PAYMNT	09/01/07	09/04/07			.00	18959.17	258877.56		.00
CURR INT PAYMNT	10/01/07	10/01/07			.00	18347.58	277225.14		.00
CURR INT PAYMNT	10/01/07	10/12/07			.00	18347.58	295572.72		.00
INT PAYMNT RVSL	10/01/07	10/03/07			.00	18347.58-	277225.14		.00
CURR INT PAYMNT	11/01/07	11/01/07			.00	18959.17	296184.31		.00
CURR INT PAYMNT	12/05/07	12/05/07			.00	20793.93	316978.24		.00
CURR INT PAYMNT	01/05/08	01/07/08			.00	18959.17	335937.41		.00
RATE CHANGE 100	01/08/08	01/09/08	5.48000		.00		.00		.00
RATE CHANGE 100	01/08/08	02/28/08	5.48000		.00		.00		.00
CURR INT PAYMNT	02/05/08	02/05/08			.00	16752.53	352689.94		.00
RATE CHANGE 100	02/28/08	02/28/08	3.83000		.00		.00		.00
RATE CHANGE 100	02/28/08	02/23/09	3.83000		.00		.00		.00
ADVANCE PRINC	02/28/08	02/28/08		500000.00	4000000.00		.00		.00
CURR INT PAYMNT	03/05/08	03/05/08			.00	15450.56	368140.50		.00
CURR INT PAYMNT	04/05/08	04/07/08			.00	12548.89	380689.39		.00
CURR INT PAYMNT	05/05/08	05/05/08			.00	12766.67	393456.06		.00
CURR INT PAYMNT	06/05/08	06/05/08			.00	13192.22	406648.28		.00
CURR INT PAYMNT	07/05/08	07/07/08			.00	12766.66	419414.94		.00
CURR INT PAYMNT	08/05/08	08/05/08			.00	13192.23	432607.17		.00
CURR INT PAYMNT	09/05/08	09/05/08			.00	13192.22	445799.39		.00
CURR INT PAYMNT	10/05/08	10/06/08			.00	12766.67	458566.06		.00
CURR INT PAYMNT	11/05/08	11/05/08			.00	13192.22	471758.28		.00
CURR INT PAYMNT	12/05/08	12/05/08			.00	12766.66	484524.94		.00
CURR INT PAYMNT	01/05/09	01/05/09			.00	13192.23	497717.17		.00
CURR INT PAYMNT	02/05/09	02/05/09			.00	13192.22	510909.39		.00
RATE CHANGE 100	02/23/09	02/23/09	3.07125		.00		.00		.00
RATE CHANGE 100	02/23/09	09/15/09	3.07125		.00		.00		.00
CURR INT PAYMNT	03/05/09	03/05/09			.00	11072.50	521981.89		.00
CURR INT PAYMNT	04/05/09	04/06/09			.00	10578.75	532560.64		.00
CURR INT PAYMNT	05/05/09	05/05/09			.00	10237.50	542798.14		.00

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CUSTOMER : MARTIN*LORBER
ACCOUNT : 05-06-9526609-6
LOAN NUMBER: 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-0

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	---- PRINCIPAL ---- TRAN AMT	BALANCE	---- INTEREST ---- TRAN AMT	BALANCE	---- FEES/CHARGES ---- TRAN AMT	BALANCE
BALANCE FORWARD					4000000.00		542798.14		.00
CURR INT PAYMENT	06/05/09	06/05/09			.00	10578.75	533376.89		.00
RATE CHANGE 100	07/02/09	09/15/09	4.17125		.00		.00		.00
RATE CHANGE 100	07/02/09	03/10/10	4.17125		.00		.00		.00
CURR INT PAYMENT	07/05/09	07/06/09			.00	10237.50	563614.39		.00
CURR INT PAYMENT	08/05/09	08/05/09			.00	10578.75	574193.14		.00
CURR INT PAYMENT	09/05/09	09/08/09			.00	10578.75	584771.89		.00
CURR INT PAYMENT	10/05/09	10/05/09			.00	21848.61	606620.50		.00
CURR INT PAYMENT	11/05/09	11/05/09			.00	14367.64	620988.14		.00
CURR INT PAYMENT	12/05/09	12/07/09			.00	13904.17	634892.31		.00
CURR INT PAYMENT	01/05/10	01/05/10			.00	14367.63	649259.94		.00
CURR INT PAYMENT	02/05/10	02/05/10			.00	14367.64	663627.58		.00
RATE CHANGE 100	02/18/10	02/14/11	2.85563		.00		.00		.00
RATE CHANGE 100	02/18/10	03/10/10	2.85563		.00		.00		.00
CURR INT PAYMENT	03/05/10	03/05/10			.00	12977.23	676604.81		.00
CURR INT PAYMENT	03/05/10	03/05/10			.00	12977.23	689582.04		.00
INT PAYMENT RVSL	03/05/10	03/08/10			.00	12977.23-	676604.81		.00
CURR INT PAYMENT	04/05/10	04/05/10			.00	7643.35	684248.16		.00
CURR INT PAYMENT	05/05/10	05/05/10			.00	9518.77	693766.93		.00
CURR INT PAYMENT	06/05/10	06/07/10			.00	9836.06	703602.99		.00
CURR INT PAYMENT	07/05/10	07/06/10			.00	9518.77	713121.76		.00
CURR INT PAYMENT	08/05/10	08/05/10			.00	9836.06	722957.82		.00
CURR INT PAYMENT	09/05/10	09/07/10			.00	9836.05	732793.87		.00
CURR INT PAYMENT	10/05/10	10/05/10			.00	9518.77	742312.64		.00
CURR INT PAYMENT	11/05/10	11/05/10			.00	9836.06	752148.70		.00
CURR INT PAYMENT	12/05/10	12/06/10			.00	9518.77	761667.47		.00
CURR INT PAYMENT	01/05/11	01/05/11			.00	9836.06	771503.53		.00
CURR INT PAYMENT	02/05/11	02/07/11			.00	9836.05	781339.58		.00
RATE CHANGE 100	02/14/11	02/14/11	2.79700		.00		.00		.00
CURR INT PAYMENT	03/05/11	03/07/11			.00	8760.41	790099.99		.00
CURR INT PAYMENT	04/05/11	04/05/11			.00	9634.11	799734.10		.00
CURR INT PAYMENT	05/05/11	05/05/11			.00	9323.34	809057.44		.00
CURR INT PAYMENT	06/05/11	06/06/11			.00	9634.11	818691.55		.00
CURR INT PAYMENT	07/05/11	07/05/11			.00	9323.33	828014.88		.00
CURR INT PAYMENT	08/05/11	08/05/11			.00	9634.11	837648.99		.00
CURR INT PAYMENT	09/05/11	09/06/11			.00	9634.11	847283.10		.00
CURR INT PAYMENT	10/05/11	10/05/11			.00	9323.34	856606.44		.00
CURR INT PAYMENT	11/05/11	11/07/11			.00	9634.11	866240.55		.00
CURR PRIN PAYMENT	11/05/11	11/18/11		4000000.00-	.00		.00		.00
ENDING BALANCE	11/05/11	11/18/11			.00		866240.55		.00

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LOAN HISTORY REPORT

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CUSTOMER : MARTIN*LORBER
ACCOUNT : 05-06-9326609-6
LOAN NUMBER: 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-7

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	---- PRINCIPAL ---- TRAN AMT	BALANCE	---- INTEREST ---- TRAN AMT	BALANCE	---- FEES/CHARGES ---- TRAN AMT	BALANCE
STARTING BALANCE	02/09/07	00/00/00			.00		.00		.00
RATE CHANGE 100	02/09/07	02/09/07	6.30000		.00		.00		.00
RATE CHANGE 100	02/09/07	02/04/08	6.30000		.00		.00		.00
DISBURSEMENT	02/09/07	02/09/07		500000.00	500000.00		.00		.00
CURR INT PAYMNT	03/01/07	03/01/07			.00	1750.00	1750.00		.00
CURR INT PAYMNT	04/01/07	04/02/07			.00	2712.50	4462.50		.00
CURR INT PAYMNT	05/01/07	05/01/07			.00	2625.00	7087.50		.00
CURR INT PAYMNT	06/01/07	06/01/07			.00	2712.50	9800.00		.00
CURR INT PAYMNT	07/01/07	07/02/07			.00	2625.00	12425.00		.00
CURR INT PAYMNT	08/01/07	08/01/07			.00	2712.50	15137.50		.00
CURR INT PAYMNT	09/01/07	09/04/07			.00	2712.50	17850.00		.00
CURR INT PAYMNT	10/01/07	10/01/07			.00	2625.00	20475.00		.00
CURR INT PAYMNT	10/01/07	10/12/07			.00	2625.00	23100.00		.00
INT PAYMNT RVSL	10/01/07	10/03/07			.00	2625.00-	20475.00		.00
CURR INT PAYMNT	11/01/07	11/01/07			.00	2712.50	23187.50		.00
CURR INT PAYMNT	12/05/07	12/05/07			.00	2975.00	26162.50		.00
CURR INT PAYMNT	01/05/08	01/07/08			.00	2712.50	28875.00		.00
RATE CHANGE 100	02/04/08	02/04/08	4.04375		.00		.00		.00
CURR INT PAYMNT	02/05/08	02/05/08			.00	2712.50	31587.50		.00
CURR PRIN PYMNT	02/28/08	02/28/08		500000.00-	.00		.00		.00
CURR INT PAYMNT	03/05/08	03/05/08			.00	1597.40	33184.90		.00
NON-DIS INT RBT	03/13/08	03/13/08			.00	336.98-	32847.92		.00
ENDING BALANCE	03/13/08	03/13/08			.00		32847.92		.00

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HSBC BANK USA, N.A.
LOAN HISTORY REPORT

CUSTOMER : MARTIN LORBER
ACCOUNT : 05-06-9526509-6
LOAN NUMBER: 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-3

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	PRINCIPAL TRAN AMT	PRINCIPAL BALANCE	INTEREST TRAN AMT	INTEREST BALANCE	FEES/CHARGES TRAN AMT	FEES/CHARGES BALANCE
STARTING BALANCE	04/03/07	00/00/00			.00		.00		.00
RATE CHANGE 100	04/03/07	04/03/07	6.13000		.00		.00		.00
RATE CHANGE 100	04/03/07	03/31/08	6.13000		.00		.00		.00
DISBURSEMENT	04/03/07	04/03/07		1500000.00	1500000.00		.00		.00
CURR INT PAYMNT	05/01/07	05/01/07			.00	7151.67	7151.67		.00
CURR INT PAYMNT	06/01/07	06/01/07			.00	7917.91	15069.58		.00
CURR INT PAYMNT	07/01/07	07/02/07			.00	7662.50	22732.08		.00
CURR INT PAYMNT	08/01/07	08/01/07			.00	7917.92	30650.00		.00
CURR INT PAYMNT	09/01/07	09/04/07			.00	7917.92	38567.92		.00
CURR INT PAYMNT	10/01/07	10/01/07			.00	7662.50	46230.42		.00
CURR INT PAYMNT	10/01/07	10/12/07			.00	7662.50	53892.92		.00
INT PAYMNT RVSL	10/01/07	10/03/07			.00	7662.50-	46230.42		.00
CURR INT PAYMNT	11/01/07	11/01/07			.00	7917.91	54148.33		.00
CURR INT PAYMNT	12/05/07	12/05/07			.00	8684.17	62832.50		.00
CURR INT PAYMNT	01/05/08	01/07/08			.00	7917.92	70750.42		.00
CURR INT PAYMNT	02/05/08	02/05/08			.00	7917.91	78668.33		.00
CURR INT PAYMNT	03/05/08	03/05/08			.00	7407.09	86075.42		.00
RATE CHANGE 100	03/24/08	03/31/08	3.41000		.00		.00		.00
RATE CHANGE 100	03/28/08	02/27/09	3.41000		.00		.00		.00
CURR INT PAYMNT	04/05/08	04/07/08			.00	7917.91	93993.33		.00
CURR INT PAYMNT	05/05/08	05/05/08			.00	3355.84	97349.17		.00
CURR INT PAYMNT	06/05/08	06/05/08			.00	4404.58	101753.75		.00
CURR INT PAYMNT	07/05/08	07/07/08			.00	4262.50	106016.25		.00
CURR INT PAYMNT	08/05/08	08/05/08			.00	4404.58	110420.83		.00
CURR INT PAYMNT	09/05/08	09/05/08			.00	4404.59	114825.42		.00
CURR INT PAYMNT	10/05/08	10/06/08			.00	4262.50	119087.92		.00
CURR INT PAYMNT	11/05/08	11/05/08			.00	4404.58	123492.50		.00
CURR INT PAYMNT	12/05/08	12/05/08			.00	4262.50	127755.00		.00
CURR INT PAYMNT	01/05/09	01/05/09			.00	4404.58	132159.58		.00
CURR INT PAYMNT	02/05/09	02/05/09			.00	4404.59	136564.17		.00
RATE CHANGE 100	02/27/09	02/27/09	3.04375		.00		.00		.00
RATE CHANGE 100	02/27/09	09/15/09	3.04375		.00		.00		.00
CURR INT PAYMNT	03/05/09	03/05/09			.00	3978.33	140542.50		.00
CURR INT PAYMNT	04/05/09	04/06/09			.00	3839.95	144382.45		.00
CURR INT PAYMNT	05/05/09	05/05/09			.00	3804.69	148187.14		.00
CURR INT PAYMNT	06/05/09	06/05/09			.00	3931.51	152118.65		.00
CURR INT PAYMNT	06/05/09	06/05/09			.00	3931.51	156050.16		.00
INT PAYMNT RVSL	06/05/09	06/08/09			.00	3931.51-	152118.65		.00
RATE CHANGE 100	07/02/09	09/15/09	4.07375		.00		.00		.00
RATE CHANGE 100	07/02/09	03/11/10	4.07375		.00		.00		.00
CURR INT PAYMNT	07/05/09	07/06/09			.00	3804.68	155923.33		.00
CURR INT PAYMNT	08/05/09	08/05/09			.00	3931.51	159854.84		.00
CURR INT PAYMNT	09/05/09	09/08/09			.00	3931.51	163786.35		.00
CURR INT PAYMNT	10/05/09	10/05/09			.00	7881.78	171668.13		.00
CURR INT PAYMNT	11/05/09	11/05/09			.00	5261.92	176930.05		.00
CURR INT PAYMNT	12/05/09	12/07/09			.00	5092.19	182022.24		.00
CURR INT PAYMNT	01/05/10	01/05/10			.00	5261.93	187284.17		.00
CURR INT PAYMNT	02/05/10	02/05/10			.00	5261.92	192546.09		.00
RATE CHANGE 100	02/22/10	02/17/11	2.85375		.00		.00		.00

DATE: 04/28/2012
TIME: 02:41

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LOAN HISTORY REPORT

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CUSTOMER : MARTIN*LORBER
ACCOUNT : 05-05-9526609-5
LOAN NUMBER: 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-3

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	PRINCIPAL TRAN AMT	PRINCIPAL BALANCE	INTEREST TRAN AMT	INTEREST BALANCE	FEES/CHARGES TRAN AMT	FEES/CHARGES BALANCE
BALANCE FORWARD					1500000.00		192546.09		.00
RATE CHANGE 100	02/22/10	03/11/10	2.85375		.00		.00		.00
CURR INT PAYMENT	03/05/10	03/05/10			.00	4752.71	197298.80		.00
CURR INT PAYMENT	03/05/10	03/05/10			.00	4752.71	202051.51		.00
INT PAYMNT RVSL	03/05/10	03/08/10			.00	4752.71-	197298.80		.00
CURR INT PAYMNT	04/05/10	04/05/10			.00	3126.93	200425.73		.00
CURR INT PAYMNT	05/05/10	05/05/10			.00	3567.19	203992.92		.00
CURR INT PAYMNT	06/05/10	06/07/10			.00	3686.09	207679.01		.00
CURR INT PAYMNT	07/05/10	07/06/10			.00	3567.19	211246.20		.00
CURR INT PAYMNT	08/05/10	08/05/10			.00	3686.09	214932.29		.00
CURR INT PAYMNT	09/05/10	09/07/10			.00	3686.10	218618.39		.00
CURR INT PAYMNT	10/05/10	10/05/10			.00	3567.18	222185.57		.00
CURR INT PAYMNT	11/05/10	11/05/10			.00	3686.10	225871.67		.00
CURR INT PAYMNT	12/05/10	12/06/10			.00	3567.18	229438.85		.00
CURR INT PAYMNT	01/05/11	01/05/11			.00	3686.10	233124.95		.00
CURR INT PAYMNT	02/05/11	02/07/11			.00	3686.09	236811.04		.00
RATE CHANGE 100	02/17/11	02/17/11	2.79875		.00		.00		.00
CURR INT PAYMNT	03/05/11	03/07/11			.00	3292.71	240103.75		.00
CURR INT PAYMNT	04/05/11	04/05/11			.00	3615.05	243718.80		.00
CURR INT PAYMNT	05/05/11	05/05/11			.00	3498.44	247217.24		.00
CURR INT PAYMNT	06/05/11	06/06/11			.00	3615.05	250832.29		.00
CURR INT PAYMNT	07/05/11	07/05/11			.00	3498.44	254330.73		.00
CURR INT PAYMNT	08/05/11	08/05/11			.00	3615.05	257945.78		.00
CURR INT PAYMNT	09/05/11	09/06/11			.00	3615.05	261560.83		.00
CURR INT PAYMNT	10/05/11	10/05/11			.00	3498.44	265059.27		.00
CURR INT PAYMNT	11/05/11	11/07/11			.00	3615.05	268674.32		.00
CURR PRIN PYMNT	11/05/11	11/18/11		1500000.00-	.00		.00		.00
ENDING BALANCE	11/05/11	11/18/11			.00		268674.32		.00

00033

DATE: 04/28/2012 HSBC BANK USA, N.A. PAGE: 23
TIME: 02:41 LOAN HISTORY REPORT LNR639R1

CUSTOMER : MARTIN*LORBER
ACCOUNT : 05-06-9526609-6
LOAN NUMBER: 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-6

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	PRINCIPAL TRAN AMT	PRINCIPAL BALANCE	INTEREST TRAN AMT	INTEREST BALANCE	FEES/CHARGES TRAN AMT	FEES/CHARGES BALANCE
STARTING BALANCE	05/27/11	00/00/00			.00		.00		.00
RATE CHANGE 100	05/27/11	05/27/11	2.73125		.00		.00		.00
DISBURSEMENT	05/27/11	05/27/11		500000.00	500000.00		.00		.00
CURR INT PAYMENT	06/29/11	06/30/11			.00	1327.69	1327.69		.00
INT PAYMNT RVSL	06/29/11	07/07/11			.00	1327.69-	.00		.00
CURR INT PAYMENT	07/01/11	07/01/11			.00	1327.69	1327.69		.00
CURR INT PAYMENT	08/01/11	08/01/11			.00	1175.96	2503.65		.00
CURR INT PAYMENT	09/01/11	09/01/11			.00	1175.95	3679.60		.00
CURR INT PAYMENT	10/01/11	10/03/11			.00	1138.02	4817.62		.00
INT PAYMNT RVSL	10/01/11	10/05/11			.00	1138.02-	3679.60		.00
CURR INT PAYMENT	11/01/11	11/01/11			.00	2313.98	5993.58		.00
CURR INT PAYMENT	11/01/11	11/02/11			.00	2313.98	8307.56		.00
CURR PRIN PYMNT	11/01/11	11/18/11		500000.00-	.00		.00		.00
INT PAYMNT RVSL	11/01/11	11/03/11			.00	2313.98-	5993.58		.00
ENDING BALANCE	11/01/11	11/03/11			.00		5993.58		.00

00034

DATE: 04/28/2012 HSBC BANK USA, N.A. PAGE: 24
TIME: 02:41 LOAN HISTORY REPORT LNR099R1

CUSTOMER : MARTIN*LORBER
ACCOUNT : 05-06-9525609-6
LOAN NUMBER: 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-0

TRANSACTION DESCRIPTION	EFFECT DATE	POSTED DATE	RATE	PRINCIPAL TRAN AMT	PRINCIPAL BALANCE	INTEREST TRAN AMT	INTEREST BALANCE	FEES/CHARGES TRAN AMT	FEES/CHARGES BALANCE
STARTING BALANCE	05/31/11	00/00/00			.00		.00		.00
RATE CHANGE 100	05/31/11	06/02/11	2.73125		.00		.00		.00
DISBURSEMENT	05/31/11	06/02/11		355000.00	355000.00		.00		.00
CURR PRIN PYMNT	06/29/11	06/29/11		834.93-	354165.07		.00		.00
PRIN PYMNT RVSL	06/29/11	07/08/11		834.93	355000.00		.00		.00
CURR INT PAYMNT	07/01/11	07/01/11			.00	834.93	834.93		.00
CURR INT PAYMNT	08/01/11	08/01/11			.00	834.93	1669.86		.00
CURR INT PAYMNT	09/01/11	09/01/11			.00	834.92	2504.78		.00
CURR INT PAYMNT	10/01/11	10/03/11			.00	808.00	3312.78		.00
CURR INT PAYMNT	11/01/11	11/01/11			.00	834.93	4147.71		.00
CURR PRIN PYMNT	11/01/11	11/18/11		355000.00-	.00		.00		.00
ENDING BALANCE	11/01/11	11/18/11			.00		4147.71		.00

00035

Exhibit D

HSBC

REVOLVING DEMAND NOTE

5/31, 2011

$6,500,000.00

For value received, the undersigned **Annette Lorber**, an individual, with an address of **59 Cornwells Beach Road, Sands Point, New York 11050-1305** (the "Borrower"), promises to pay to the order of HSBC Bank USA, National Association, a bank organized under the laws of the United States of America with an address of 534 Broadhollow Road, 1st floor, Melville, New York 11747 (together with its successors and assigns, the "Bank"), ON DEMAND, the principal amount of **Six Million Five Hundred Thousand Dollars and Zero Cents ($6,500,000.00)** or, if less, such amount as may be the aggregate unpaid principal amount of all loans or advances made by the Bank to the Borrower pursuant hereto, together with interest from the date hereof on the unpaid principal balance from time to time outstanding until paid in full.

The aggregate principal balance outstanding shall bear interest, and interest shall be payable, in accordance with that certain Interest Rate Election Rider, attached hereto and made a part hereof (the "Interest Election Rider").

Principal and interest shall be payable at the Bank's main office or at such other place as the Bank may designate in writing in immediately available funds in lawful money of the United States of America without set-off, deduction or counterclaim. Interest shall be calculated on the basis of actual number of days elapsed and a 360-day year.

This Note is a revolving note and, subject to the foregoing and in accordance with the provisions hereof and of any and all other agreements between the Borrower and the Bank related hereto, the Borrower may, at its option, borrow, pay, prepay and reborrow hereunder at any time prior to demand for payment hereunder or such earlier date as the obligations of the Borrower to the Bank under this Note, and any other agreements between the Bank and the Borrower related hereto, shall become due and payable; provided, however, that in any event the principal balance outstanding hereunder shall at no time exceed the face amount of this Note. This Note shall continue in full force and effect until all obligations and liabilities evidenced by this Note are paid in full, even if, from time to time, there are no amounts outstanding respecting this Note. Nothing contained in this Note or otherwise is intended, nor shall constitute, an obligation of the Bank to make any loan or advance.

Any payments received by the Bank on account of this Note shall, at the Bank's option, be applied first, to accrued and unpaid interest; second, to the unpaid principal balance hereof; third to any costs, expenses or charges then owed to the Bank by the Borrower; and the balance to escrows, if any. Notwithstanding the foregoing, any payments received after demand for payment shall be applied in such manner as the Bank may determine. The Borrower hereby authorizes the Bank to charge any deposit account which the Borrower may maintain with the Bank for any payment required hereunder without prior notice to the Borrower.

If pursuant to the terms of this Note, the Borrower is at any time obligated to pay interest on the principal balance at a rate in excess of the maximum interest rate permitted by applicable law for the loan evidenced by this Note, the applicable interest rate shall be immediately reduced to such maximum rate and all previous payments in excess of the maximum rate shall be deemed to have been payments in reduction of principal and not on account of the interest due hereunder.

The Borrower represents to the Bank that the proceeds of this Note will not be used for personal, family or household purposes or for the purpose of purchasing or carrying margin stock or margin securities within the meaning of Regulations U and X of the Board of Governors of the Federal Reserve System, 12 C.F.R. Parts 221 and 224.

0000000000001800Annette Lorber

The Borrower and each endorser and guarantor hereof grant to the Bank a continuing lien on and security interest in any and all deposits or other sums at any time credited by or due from the Bank or any Bank Affiliate (as hereinafter defined) to the Borrower and/or each endorser or guarantor hereof and any cash, securities, instruments or other property of the Borrower and each endorser and guarantor hereof in the possession of the Bank or any Bank Affiliate, whether for safekeeping or otherwise, or in transit to or from the Bank or any Bank Affiliate (regardless of the reason the Bank or Bank Affiliate had received the same or whether the Bank or Bank Affiliate has conditionally released the same) as security for the full and punctual payment and performance of all of the liabilities and obligations of the Borrower and/or any endorser or guarantor hereof to the Bank or any Bank Affiliate and such deposits and other sums may be applied or set off against such liabilities and obligations of the Borrower or any endorser or guarantor hereof to the Bank or any Bank Affiliate at any time, whether or not such are then due, whether or not demand has been made and whether or not other collateral is then available to the Bank or any Bank Affiliate.

No delay or omission on the part of the Bank in exercising any right hereunder shall operate as a waiver of such right or of any other right of the Bank, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The Borrower and every endorser or guarantor of this Note, regardless of the time, order or place of signing, waives presentment, demand, protest, notice of intent to accelerate, notice of acceleration and all other notices of every kind in connection with the delivery, acceptance, performance or enforcement of this Note and assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of collateral, and to the addition or release of any other party or person primarily or secondarily liable and waives all recourse to suretyship and guarantor defenses generally, including any defense based on impairment of collateral. To the maximum extent permitted by law, the Borrower and each endorser and guarantor of this Note waive and terminate any homestead rights and/or exemptions respecting any premises under the provisions of any applicable homestead laws, including without limitation, Section 5206 of the Civil Practice Law and Rules of New York.

The Borrower and each endorser and guarantor of this Note shall indemnify, defend and hold the Bank and the Bank Affiliates and their directors, officers, employees, agents and attorneys (each an "Indemnitee") harmless against any claim brought or threatened against any Indemnitee by the Borrower, by any endorser or guarantor, or by any other person (as well as from attorneys' reasonable fees and expenses in connection therewith) on account of the Bank's relationship with the Borrower or any endorser or guarantor hereof (each of which may be defended, compromised, settled or pursued by the Bank with counsel of the Bank's selection, but at the expense of the Borrower and any endorser and/or guarantor), except for any claim arising out of the gross negligence or willful misconduct of the Bank.

The Borrower and each endorser and guarantor of this Note agree to pay, upon demand, costs of collection of all amounts under this Note including, without limitation, principal and interest, or in connection with the enforcement of, or realization on, any security for this Note, including, without limitation, to the extent permitted by applicable law, reasonable attorneys' fees and expenses. Upon demand for payment of any amounts hereunder, interest shall accrue at a rate per annum equal to the aggregate of 3.0% plus the rate provided for herein. If any payment due under this Note is unpaid for 10 days or more, the Borrower shall pay, in addition to any other sums due under this Note (and without limiting the Bank's other remedies on account thereof), a late charge equal to 5.0% of such unpaid amount (which amount shall be subject to and limited so as to not be in violation of the provisions of Section 254-b of New York Real Property Law, if applicable).

This Note shall be binding upon the Borrower and each endorser and guarantor hereof and upon their respective heirs, successors, assigns and legal representatives, and shall inure to the benefit of the Bank and its successors, endorsees and assigns.

The liabilities of the Borrower and each Borrower, if more than one, and any endorser or guarantor of this Note are joint and several; provided, however, the release by the Bank of the Borrower or any one or more endorsers or guarantors shall not release any other person obligated on account of this Note. Any and all present and future debts of the Borrower to any endorser or guarantor of this Note are subordinated to the full payment and performance of all present and future debts and obligations of the Borrower to the Bank. Each reference in this Note to the Borrower and each Borrower, if more than one, and endorser or guarantor of this Note, is to such person individually and also to all such persons jointly. No person obligated on account of this Note may seek contribution from any other person also obligated, unless and until all liabilities, obligations and indebtedness to the Bank of the person from whom contribution is sought have been irrevocably satisfied in full. The release or compromise by the Bank of any collateral shall not release any person obligated on account of this Note.

The Borrower and each endorser and guarantor hereof each authorizes the Bank to complete this Note if delivered incomplete in any respect. A photographic or other reproduction of this Note may be made by the Bank, and any such reproduction shall be admissible in evidence with the same effect as the original itself in any judicial or administrative proceeding, whether or not the original is in existence.

The Borrower will from time to time execute and deliver to the Bank such documents, and take or cause to be taken, all such other further action, as the Bank may request in order to effect and confirm or vest more securely in the Bank all rights contemplated by this Note or any other loan documents related thereto (including, without limitation, to correct clerical errors) or to vest more fully in or assure to the Bank the security interest in any collateral securing this Note or to comply with applicable statute or law.

This Note shall be governed by the laws of the State of New York without giving effect to the conflicts of laws principles thereof.

Any notices under or pursuant to this Note shall be deemed duly received and effective if delivered in hand to any officer or agent of the Borrower or Bank, or if mailed by registered or certified mail, return receipt requested, addressed to the Borrower or Bank at the address set forth in this Note or as any party may from time to time designate by written notice to the other party.

The term "Bank Affiliate" as used in this Note shall mean any "Affiliate" of the Bank or any lender acting as a participant under any loan arrangement between the Bank and the Borrower(s). The term "Affiliate" shall mean with respect to any person, (a) any person which, directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such person, or (b) any person who is a director or officer (i) of such person, (ii) of any subsidiary of such person, or (iii) any person described in clause (a) above. For purposes of this definition, control of a person shall mean the power, direct or indirect, (x) to vote 5% or more of the Capital Stock having ordinary voting power for the election of directors (or comparable equivalent) of such person, or (y) to direct or cause the direction of the management and policies of such person whether by contract or otherwise. Control may be by ownership, contract, or otherwise.

No change in any provision of this Note may be made except by a writing signed by authorized signers of both parties to this Note, except that the Bank is authorized to fill in any blank spaces and to otherwise complete this Note and correct any patent errors herein.

All of the Bank's rights and remedies not only under the provisions of this Note but also under any other agreement or transaction shall be cumulative and not alternative or exclusive, and may be exercised by the Bank at such time or times and in such order of preference as the Bank in its sole discretion may determine.

IN ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS NOTE, BORROWER AND EACH INDORSER WAIVE (I) THE RIGHT TO INTERPOSE ANY SET-OFF OR COUNTERCLAIM OF ANY NATURE OR DESCRIPTION, (II) ANY OBJECTION BASED ON FORUM NON CONVENIENS OR VENUE AND (III) ANY CLAIM FOR CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

The Borrower and each endorser and guarantor of this Note each irrevocably submits to the or with a hearing, at the arbitrator's sole discretion) pre-hearing motions which are substantially similar to pre-hearing motions to dismiss and motions for summary adjudication. In any such arbitration proceeding, the arbitrator shall not have the power or authority to award punitive damages to any party. Judgment upon the award rendered may be entered in any court having jurisdiction. Whenever an arbitration is required, the parties shall select an arbitrator in the manner provided in this section. No provision of, nor the exercise of any rights under this provision shall limit the right of any party (i) to foreclose against any real or personal property collateral through judicial foreclosure, by the exercise of a power of sale under a deed of trust, mortgage or other security agreement or instrument, pursuant to applicable provisions of the UCC, or otherwise pursuant to applicable law, (ii) to exercise self help remedies including but not limited to setoff and repossession, or (iii) to request and obtain from a court having jurisdiction before, during or after the pendency of any arbitration, provisional or ancillary remedies and relief including but not limited to injunctive or mandatory relief or the appointment of a receiver. The institution and maintenance of an action or judicial proceeding for, or pursuit of, provisional or ancillary remedies or exercise of self help remedies shall not constitute a waiver of the right of Bank, even if Bank is the plaintiff, to submit the Dispute to arbitration if Bank would otherwise have such right. Bank may require arbitration of any Dispute(s) concerning the lawfulness, unconscionableness, propriety, or reasonableness of any exercise by Bank of its right to take or dispose of any Collateral or its exercise of any other right in connection with Collateral including, without limitation, judicial foreclosure, exercising a power of sale under a deed of trust or mortgage, obtaining or executing a writ of attachment, taking or disposing of property with or without judicial process pursuant to Article 9 of the UCC or otherwise as permitted by applicable law, notwithstanding any such exercise by Bank. Whenever an arbitration is required under this section, the arbitrator shall be selected, except as otherwise herein provided, in accordance with the Commercial Arbitration Rules of the AAA. A single arbitrator shall decide any claim of $100,000 or less and he or she shall be an attorney with at least five years' experience. Where the claim of any party exceeds $100,000, the Dispute shall be decided by a majority vote of three arbitrators, at least two of whom shall be attorneys (at least one of whom shall have not less than five years' experience representing commercial banks). In the event of any Dispute governed by this section, each of the parties shall, subject to the award of the arbitrator, pay an equal share of the arbitrator's fees. The arbitrator shall have the power to award recovery of all costs and fees (including attorneys' fees, administrative fees, arbitrator's fees, and court costs) to the prevailing party.

Executed as of May 31, 2011.

Signature Verified: Borrower:

[signature] [signature]

Annette Lorber, individually

59 Cornwells Beach Road
Sands Point, New York
11050-1305

INTEREST RATE ELECTION RIDER

1. INTEREST RATE(S); PAYMENTS AND PREPAYMENTS.

1.1 Interest Rates. So long as the Bank has not demanded payment of any amounts hereunder, and subject to the other terms of this Note, the outstanding principal balance shall bear interest at a rate per annum for the Interest Periods (as hereinafter defined) which the Borrower selects in accordance with this paragraph and the other provisions of this Note equal to: (a) a variable rate (the "Variable Rate") equal to the Prime Rate (as hereinafter defined) (a "Variable Rate Advance"); or (b) **Two Percent (2.00%)** above the LIBOR Rate (as hereinafter defined) for Interest Periods of 30, 60, 90, 180 or 360 days, but not longer than the remainder of the term of this Note (a "LIBOR Advance").

1.2 Rate Selection. When the Borrower desires to select an interest rate, the Borrower shall give the Bank prior notice in a form satisfactory to the Bank specifying the effective date thereof (which shall be a Banking Day (as hereinafter defined)), the type of interest rate, the amount to which the interest rate shall apply and the duration of the first Interest Period therefor. Any such notice shall be irrevocable and shall be subject to other terms and conditions set forth in this Note. If the Bank does not receive timely notice of a requested LIBOR Advance, the Borrower shall be deemed to have selected a Variable Rate Advance. Each LIBOR Advance may only be requested in increments greater than **One Hundred Thousand Dollars and Zero Cents ($100,000.00)**. If any interest rate is selected, the Bank shall record on the books and records of the Bank an appropriate notation evidencing such selection, each repayment on account of the principal thereof and the amount of interest paid, and the Borrower authorizes the Bank to maintain such records and make such notations and agrees that the amount shown on the books and records as outstanding from time to time shall constitute the amount owing to the Bank pursuant to this Note, absent manifest error.

1.3 Payment of Interest. Interest on all amounts outstanding (except for LIBOR Advances) shall be payable monthly in arrears on the 1st day of each month commencing the month following the date of this Note, and continuing thereafter on the same day of each succeeding month until the principal balance shall be paid in full. Interest on all LIBOR Advances shall be payable, in arrears, on the first Banking Day following the expiration of the applicable Interest Period or, at the Bank's option, on the 1st day of each month commencing the month following the date of this Note and on the day LIBOR advances are paid in full and, in respect of any LIBOR Advance of more than 90 days' duration, interest shall also be payable, in arrears, on each earlier Banking Day which is 90 days after the first day of the applicable Interest Period.

1.4 Interest Periods. Each Interest Period shall commence on the date selected and shall end on the date the Borrower shall elect, in each case as set forth in Paragraph 1.1 hereof; provided, however, that (a) any Interest Period that would otherwise end on a day which is not a Banking Day shall be extended to the next Banking Day and (b) any Interest Period that would otherwise extend beyond demand for payment of any amount shall end on the date of such demand.

1.5 Conversion of Outstanding Amounts. So long as the Bank has not demanded payment of any amounts hereunder, the Borrower may (a) on any Banking Day, convert any outstanding Variable Rate Advance to a LIBOR Advance in the same aggregate principal amount and (b) on the last Banking Day of the then current Interest Period applicable to a LIBOR Advance, convert such LIBOR Advance to a Variable Rate Advance. If the Borrower desires to convert an advance as set forth in the prior sentence, it shall give the Bank prior notice in a form satisfactory to the Bank, specifying the date of such conversion, the amount to be converted and if the conversion is from a Variable Rate Advance to a LIBOR Advance, the duration of the Interest Period therefor.

1.6 End of Interest Period. Subject to all of the terms and conditions applicable to a request that a new interest rate selected be a LIBOR Advance, the Borrower may elect to continue a LIBOR Advance as of the last day of the applicable Interest Period to a new LIBOR Advance. If the Borrower fails to notify the Bank of the Interest Period for a subsequent LIBOR Advance prior to the last day of the then current

Interest Period, then, at the Bank's discretion, such outstanding LIBOR Advance shall become a Variable Rate Advance at the end of the current Interest Period for such outstanding LIBOR Advance and shall accrue interest in accordance with the provisions regarding Variable Rate Advances described herein.

1.7 Basis for Determining LIBOR Inadequate or Unfair. In the event that the Bank shall determine that by reason of circumstances affecting the interbank Eurodollar market, adequate and reasonable means do not exist for determining the LIBOR Rate, or Eurodollar deposits in the relevant amount and for the relevant maturity are not available to the Bank in the interbank Eurodollar market, with respect to a proposed LIBOR Advance or a proposed conversion of any Variable Rate Advance to a LIBOR Advance, the Bank shall give the Borrower prompt notice of such determination. If such notice is given, then: (a) any requested LIBOR Advance shall be made as a Variable Rate Advance, unless the Borrower gives the Bank one Banking Day's prior written notice that its request for such borrowing is canceled; (b) any advance which was to have been converted to a LIBOR Advance shall be continued as a Variable Rate Advance; and (c) any outstanding LIBOR Advance shall be converted to a Variable Rate Advance on the last Banking Day of the then current Interest Period for such LIBOR Advance. Until such notice has been withdrawn, the Bank shall have no obligation to make LIBOR Advances or maintain outstanding LIBOR Advances and the Borrower shall not have the right to request LIBOR Advances or convert advances to LIBOR Advances.

1.8 Illegality of LIBOR Rate. Notwithstanding any other provision of this Note, if, after the date of this Note, any applicable law, treaty, regulation or directive, or any change therein or in the interpretation or application thereof, shall make it unlawful for the Bank to make or maintain any LIBOR Advance, the obligation of the Bank hereunder to make or maintain such LIBOR Advance shall forthwith be suspended for the duration of such illegality and the Borrower shall, if any such LIBOR Advance is outstanding, promptly upon request from the Bank, prepay such LIBOR Advance or convert such LIBOR Advance to another type of advance. If any such payment is made on a day that is not the last Banking Day of the then current Interest Period applicable to such advance, the Borrower shall pay the Bank, upon the Bank's request, any amount required under Paragraph 1.10 of this Note.

1.9 Termination of Pricing Option. After the Bank has demanded payment of any amounts hereunder, the Borrower's right to select pricing options, if applicable, shall cease, and, if the Borrower would, but for the application of the preceding clause, have had the right to elect among interest rate options, notwithstanding anything to the contrary in this Note, interest shall accrue at a rate per annum equal to 3.0% plus the Variable Rate.

1.10 Optional Prepayment.

(a) The Borrower has the right to pay before due the unpaid balance of any Variable Rate Advance or any part thereof without penalty or premium, but with accrued interest on the principal being prepaid to the date of such repayment.

(b) At its option and upon prior written notice to the Bank, the Borrower may prepay any LIBOR Advance in whole or in part from time to time without premium or penalty but with accrued interest on the principal being prepaid to the date of such repayment; provided, however, that such LIBOR Advance may only be prepaid on the last Banking Day of the then current Interest Period applicable thereto.

(c) In the event that any prepayment of a LIBOR Advance is required or permitted on a date other than the last Banking Day of the then current Interest Period applicable thereto, then so long as this Note has not become due and payable in accordance with its terms, the Borrower shall have the right to prepay such LIBOR Advance in whole (but not in part), provided that the Borrower shall pay to the Bank concurrently with such prepayment a Yield Maintenance Fee in an amount computed as follows: The current rate for United States Treasury securities (bills on a discounted basis shall be converted to a bond equivalent) with a maturity date closest to the maturity date of the term chosen pursuant to the Interest Period as to which the reference purposes, it being understood that such rate is a reference rate, not necessarily the lowest, established from time to time, which serves as the basis upon which effective interest rates are calculated for loans making reference thereto.

(g) "Variable Rate Advance" shall have the meaning set forth in Paragraph 1.1 above.

2.2 Other Terms. Terms set forth in this Note which are defined in the Note shall have the meanings set forth in the Note.

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FR U-1
OMB No. 7100-0115
Approval expires March 31, 2006

BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM

Statement of Purpose for an Extension of Credit Secured by Margin Stock (Federal Reserve Form U-1)

HSBC Bank USA, National Association
Name of Bank

This report is required by law (15 U.S.C. §§ 78g and 78w; 12 CFR 221).

The Federal Reserve may not conduct or sponsor, and an organization (or a person) is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time to gather and maintain data in the required form and to review instructions and complete the information collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Secretary, Board of Governors of the Federal Reserve System, 20th and C Streets, N.W., Washington, DC 20551; and to the Office of Management and Budget, Paperwork Reduction Project (7100-0011), Washington, DC 20503.

Instructions

1. This form must be completed when a bank extends credit in excess of $100,000 secured directly or indirectly, in whole or in part, by any margin stock.

2. The term "margin stock" is defined in Regulation U (12 CFR 221) and includes, principally: (1) stocks that are registered on a national securities exchange; (2) debt securities (bonds) that are convertible into margin stocks; (3) any over-the-counter security designated as qualified for trading in the National Market System under a designation plan approved by the Securities and Exchange Commission (NMS security); and (4) shares of most mutual funds, unless 95 per cent of the assets of the fund are continuously invested in U.S. government, agency, state, or municipal obligations.

3. Please print or type (if space is inadequate, attach separate sheet).

Part I To be completed by borrower(s)

1. What is the amount of the credit being extended? $6,500,000

2. Will any part of this credit be used to purchase or carry margin stock? ☐ Yes ☒ No

If the answer is "no," describe the specific purpose of the credit.
To purchase interests in Commercial Real Estate

I (We) have read this form and certify that to the best of my (our) knowledge and belief the information given is true, accurate, and complete, and that the margin stock and any other securities collateralizing this credit are authentic, genuine, unaltered, and not stolen, forged, or counterfeit.

Signed: [signature] Signed:

Borrower's signature	Date	Borrower's signature	Date
Annette Lorber, Individually	5/31/11		
Print or type name		Print or type name	

This form should not be signed if blank.

A borrower who falsely certifies the purpose of a credit on this form or otherwise willfully or intentionally evades the provisions of Regulation U will also violate Federal Reserve Regulation X, "Borrowers of Securities Credit."

Date: 5/27/11

HSBC Bank USA,N.A.
534 Broad Hollow Road
Melville, NY
Fax # 212-704-8437 / 631-752-4340

Attn: Susan Yanaus

Re: Annette Lorber
Obligor # 0695266096

Please perform the following instructions:

✓ Advance:

Debit Line of Credit $ 500,000- and Credit checking account # 020251513
Please put this advance into a
a.) ✓ (30, 60, 90,180 or 360 days) LIBOR priced loan (LIBOR + 1.50)
b.) ____ Prime minus 1.25%

Expected Payment Date: ____________________

Wire Instructions:

Purpose if the Loan Advance Request:

Real Estate

________ Payment
Debit checking account # ____________ $ __________ and credit Line of Credit
(Obligation # ____________).

I certify that there is sufficient collateral in the Pledged Accounts and the aggregate principal balance outstanding under the Line of Credit does not exceed 90% of the market value of the direct United States Government Obligations (Treasury Securities) held in the Pledge Accounts.

Sincerely,

Annette Lorber

Date: 5/27/11

HSBC Bank USA,N.A.
534 Broad Hollow Road
Melville, NY
Fax # 212-704-8437/631-752-4340

Attn: Susan Yanaus/ Cristina

Re: Annette Lorber
Obligor # 0695266096

Please perform the following instructions:

✓ Advance:

Debit Line of Credit $ 355,000 and Credit checking account # 020251613
Please put this advance into a
a.) ✓ (30, 60, 90,180 or 360 days) LIBOR priced loan (LIBOR + 1.50)
b.) ______ Prime minus 1.25%
Expected Payment Date: ______________________

Wire Instructions:

Purpose if the Loan Advance Request:

____

____

____

__________ Payment
Debit checking account # ________________ $ ____________ and credit Line of Credit
(Obligation # ________________).

I certify that there is sufficient collateral in the Pledged Accounts and the aggregate principal balance outstanding under the Line of Credit does not exceed 90% of the market value of the direct United States Government Obligations (Treasury Securities) held in the Pledge Accounts.

Sincerely,

Annette Lorber

Date: 6|2|11

HSBC Bank USA,N.A.
534 Broad Hollow Road
Melville, NY
Fax # 212-704-8437

Attn: Susan Yanaus / Cristina

Re: Annette Lorber
Obligor # 0695266096

Please perform the following instructions:

✓ Advance:

Debit Line of Credit $ 40,000 and Credit checking account # 020252641
Please put this advance into a
a.) ✓ (30, 60, 90,180 or (360) days) LIBOR priced loan (LIBOR + 1.50)
b.) ______ Prime minus 1.25%
Expected Payment Date: ______________________

Wire Instructions:

Purpose if the Loan Advance Request:

____

____

____

__________ Payment
Debit checking account # ________________ $ ____________ and credit Line of Credit (Obligation # ________________).

I certify that there is sufficient collateral in the Pledged Accounts and the aggregate principal balance outstanding under the Line of Credit does not exceed 90% of the market value of the direct United States Government Obligations (Treasury Securities) held in the Pledge Accounts.

Sincerely,

Annette Lorber [signature]

Annette Lorber

Exhibit E

X-Spam-Checker-Version: SpamAssassin 3.1.7 (2006-10-05) on
nospam.brainlink.com
X-Spam-Level:
X-Spam-Status: No, score=0.0 required=5.0 tests=BAYES_50,HTML_MESSAGE
autolearn=disabled version=3.1.7
From: "Eva Tehrani" <etehrani@winhavengroup.net>
To: <marnone@goldsteinganz.com>
Subject: FW:
Date: Mon, 4 Jun 2007 14:26:50 -0400
X-Mailer: Microsoft Office Outlook 11
Thread-Index: AcekTn8Zh8m/2phRQQ68suiE2LYpDwCh2iqg

From: Eva Tehrani [mailto:etehrani@winhavengroup.net] **On Behalf Of** ewinston@winhavengroup.net
Sent: Friday, June 01, 2007 9:12 AM
To: 'gloria.j.espenas@us.hsbc.com'
Subject:

Gloria

I have two more for you. I want you to journal from my personal checking account # 020252277 the amount of $27,401.52 to Annette Lorber loan account # 020258674.

Please transfer from Winhaven Assoc. LLC account # 020251505 the amount of $5,000.00 to Winhaven Dev. Corp. account # 020252641. Thank you again.

Eve

Exhibit F

Unknown

From: lourdes.mosquito@us.hsbc.com
Sent: Tuesday, April 20, 2010 2:42 PM
To: Eva Tehrani
Cc: stephanie.e.bruno@us.hsbc.com; kathryn.x.laudati@us.hsbc.com
Subject: Re: Transfer

done.

-----"Eva Tehrani" <etehrani@winhavengroup.net> wrote: -----

To: Lourdes Mosquito/HBUS/HSBC@HSBC02, Stephanie E Bruno/HBUS/HSBC@HSBC02
From: "Eva Tehrani" <etehrani@winhavengroup.net>
Date: 04/20/2010 09:25AM
cc: Kathryn X Laudati/HBUS/HSBC@HSBC02
Subject: Transfer

Lourdes / Stephanie,

Good morning. Please transfer from Eve's personal checking acct. #[redacted]277 to the following:

Amphitrite, LLC acct. #[redacted]794 the amount of $25,000.00

Development acct. #[redacted]641 the amount of $3,000.00

Thank you and have a nice day.

****

This message originated from the Internet. Its originator may or may not be who they claim to be and the information contained in the message and any attachments may or may not be accurate.

****

Unknown

From: Eva Tehrani [etehrani@winhavengroup.net]
Sent: Monday, May 10, 2010 9:51 AM
To: 'lourdes.mosquito@us.hsbc.com'; 'stephanie.e.bruno@us.hsbc.com'
Cc: 'kathryn.x.laudati@us.hsbc.com'
Subject: Transfer

Lourdes/ Stephanie,

Good morning. Please transfer from Eve's personal checking acct. # [redacted]277 the amount of $22,000.00 to Amphitrite, LLC acct. # [redacted]794.

From Eve's personal checking acct. #[redacted]277 the amount of $3,000.00 to Development acct. # [redacted]641.

Thank you and have a nice day.

Unknown

From: lourdes.mosquito@us.hsbc.com
Sent: Thursday, June 24, 2010 10:53 AM
To: Eva Tehrani
Subject: Re: Transfer

done.

we put it today as cash. fyi.

-----"Eva Tehrani" <etehrani@winhavengroup.net> wrote: -----

> To: Lourdes Mosquito/HBUS/HSBC@HSBC02, Stephanie E Bruno/HBUS/HSBC@HSBC02
> From: "Eva Tehrani" <etehrani@winhavengroup.net>
> Date: 06/24/2010 10:17AM
> cc: Kathryn X Laudati/HBUS/HSBC@HSBC02
> Subject: Transfer
>
> Lourdes / Stephanie,
>
> Good morning. Please transfer from Eve's personal checking acct. # [redacted]277 to the following:
>
> Realty acct. # [redacted]513 the amount of $31,000.00
>
> Amphitrite, LLC acct. # [redacted]794 the amount of $23,000.00
>
> Development acct. # [redacted]650 the amount of $5,000.00
>
> Thank you and have a nice day.

Unknown

From: lourdes.mosquito@us.hsbc.com
Sent: Wednesday, August 04, 2010 11:09 AM
To: Eva Tehrani
Cc: kathryn.x.laudati@us.hsbc.com; cristina.x.givelechian@us.hsbc.com
Subject: Re: Transfer

done. everything is processed electronically.

-----"Eva Tehrani" <etehrani@winhavengroup.net> wrote: -----

To: Lourdes Mosquito/HBUS/HSBC@HSBC02, Kathryn X Laudati/HBUS/HSBC@HSBC02
From: "Eva Tehrani" <etehrani@winhavengroup.net>
Date: 08/04/2010 10:07AM
cc: Cristina X Givelechian/HBUS/HSBC@HSBC02
Subject: Transfer

Lourdes / Kathryn,

Good morning. Please transfer from Holdings acct. # [redacted]7512 the amount of $97,000.00 into Eve's personal checking acct. # 020252277.

From Eve's personal checking acct. # [redacted]277, please transfer the amount of $23,000.00 into Amphitrite, LLC acct. # [redacted]794.

From Eve's personal checking acct. # [redacted]277, please transfer the amount of $2,000.00 into Associates acct. # 020251505.

From Eve's personal checking acct. # [redacted]2277, please transfer the amount of $7,000.00 into Development acct. # [redacted]641.

Unknown

From: Eva Tehrani [etehrani@winhavengroup.net]

Sent: Monday, September 13, 2010 3:11 PM

To: 'lourdes.mosquito@us.hsbc.com'; 'stephanie.e.bruno@us.hsbc.com'

Cc: 'kathryn.x.laudati@us.hsbc.com'

Subject: Transfer

Lourdes/ Stephanie,

Good afternoon. Please transfer from Holdings acct. # [redacted]512 the amount of $225,000.00 into Eve's personal checking acct. # [redacted]277.

From Eve's personal checking acct. # [redacted]2277, please transfer the amount of $24,000.00 to Amphitrite, LLC acct. # [redacted]794.

Thank you and have a nice day.

Unknown

From: Eva Tehrani [etehrani@winhavengroup.net]
Sent: Monday, October 04, 2010 12:28 PM
To: 'lourdes.mosquito@us.hsbc.com'; 'stephanie.e.bruno@us.hsbc.com'
Cc: 'kathryn.x.laudati@us.hsbc.com'; 'cristina.x.givelechian@us.hsbc.com'
Subject: Transfer

Lourdes/ Stephanie,

Good afternoon. Please transfer from Eve's personal checking acct. # [redacted]277 to the following:

Winhaven Group acct. # [redacted]8933 the amount of $ 30,000.00

Amphitrite, LLC acct. #[redacted]794 the amount of $22,000.00

Thank you and have a nice day.

Unknown

From: Eva Tehrani [etehrani@winhavengroup.net]
Sent: Friday, November 05, 2010 1:38 PM
To: 'lourdes.mosquito@us.hsbc.com'; 'stephanie.e.bruno@us.hsbc.com'
Subject: Transfer

Lourdes/ Stephanie,

Good afternoon. Please transfer from Eve's personal checking acct. # [redacted]277 to the following:

Associates acct. # [redacted]1505 the amount of $7,000.00

Amphitrite, LLC acct. # [redacted]5794 the amount of $22,000.00

Boerum acct. # [redacted]897 the amount of $1,000.00

Thank you and have a nice day.

Eva Tehrani

From: Eva Tehrani [etehrani@winhavengroup.net]
Sent: Wednesday, December 01, 2010 1:04 PM
To: lourdes.mosquito@us.hsbc.com; stephanie.e.bruno@us.hsbc.com
Cc: cristina.x.givelechian@us.hsbc.com
Subject: Transfer

Lourdes/ Stephanie,

Good afternoon. Please transfer from Eve's personal checking acct. # [redacted]277 to the following:

Associates acct. # [redacted]505 the amount of $196,000.00

Development acct. # [redacted]641 the amount of $20,000.00

Management acct. # [redacted]650 the amount of $10,000.00

Amphitrite, LLC acct. # [redacted]794 the amount of $25,000.00

Thank you and have a nice day.

Eva Tehrani

From: Eva Tehrani [etehrani@winhavengroup.net]
Sent: Monday, January 03, 2011 10:21 AM
To: lourdes.mosquito@us.hsbc.com; stephanie.e.bruno@us.hsbc.com
Cc: cristina.x.givelechian@us.hsbc.com
Subject: Transfers

Lourdes/ Stephanie,

Good morning. Please transfer from Holdings acct. # [redacted]512 the amount of $93,000.00 into Eve's personal checking acct. # [redacted]277.

From Eve's personal checking acct. # [redacted]277, please transfer the following:

Realty acct. # [redacted]513 the amount of $25,000.00

Development acct. # [redacted]641 the amount of $4,000.00

Management acct. # [redacted]650 the amount of $4,000.00

Boerum acct. # [redacted]897 the amount of $2,000.00

Amphitrite, LLC acct. # [redacted]794 the amount of $25,000.00

Eva Tehrani

From: Eva Tehrani [etehrani@winhavengroup.net] on behalf of ewinston@winhavengroup.net
Sent: Tuesday, February 01, 2011 10:12 AM
To: stephanie.e.bruno@us.hsbc.com; lourdes.mosquito@us.hsbc.com
Cc: cristina.x.givelechian@us.hsbc.com; ewinston@winhavengroup.net
Subject: Transfers

Lourdes/ Stephanie,

Good morning. Please transfer from my personal checking acct. # [redacted]277 to the following:

Winhaven Group acct.# [redacted]933 the amount of $172,000.00

Associates acct. # [redacted]1505 the amount of $27,000.00

Development acct. # [redacted]2641 the amount of $3,000.00

Boerum acct.# [redacted]897 the amount of $3,000.00

Amphitrite, LLC acct .# [redacted]794 the amount of $27,000.00

Thank you and have nice day.

Eva Tehrani

From: Eva Tehrani
Sent: Thursday, March 31, 2011 11:36 AM
To: Eva Tehrani; 'lourdes.mosquito@us.hsbc.com'
Cc: 'stephanie.e.bruno@us.hsbc.com'; 'cristina.x.givelechian@us.hsbc.com'; Eve Winston
Subject: RE: Transfer

Lourdes/ Stephanie,

Good afternoon. Please transfer from 513 LLC acct. # [redacted]855 to the following:

Amphitrite, LLC acct. # [redacted]794 the amount of $25,000.00

Associates acct. # [redacted]505 the amount of $22,000.00

Thank you and have a nice day.

Exhibit G

HSBC

FACSIMILE COVER SHEET

Kevin Neville
Vice President & Personal Investment Advisor

HSBC Securities (USA) Inc.
452 Fifth Avenue, New York, NY 10018
Tel: (212) 525-2858 / (800) 221-7786 Fax: (212) 525-2861
E-Mail: kevin.e.neville@us.hsbc.com

To: John Winston
Shelly Garr

Date: 11/9/05

Recipient's Fax No: 516 487-2928
516 487-0110

Total # of pages= cover + 5

From:

If you do not receive all pages, Please call immediately.

Sender's Fax No:

Urgent: Yes ✓ No

Sender's Tel No:

Confidential: Yes ✓ No

Subject:

This facsimile is intended for the named recipient only and may contain privileged and confidential information. If you have received this facsimile in error, please notify us immediately. Please do not disclose the contents to Anyone or copy it to outside parties. Thank you.

Message

John & Shelly,

Here are the current bonds in Agnettes Collateral + IRA accounts indicating maturity & call dates.

Please review + we will discuss.

Regards

[signature]

3DJ-60495-N35
HSBC BANK USA FBO

Holdings

Callable

Class	Symbol	Description	Face	Approx Mkt Price	Approx Mkt Value		Mat. Date	Rate	Avg Life
CMO	225458TJ7	CREDIT SUISSE FIRST BOSTON SERIES 2005-5 CLASS 2A3	3,000.00	$93.60	$2,808.14		07/25/2035	5.5%	1.46
CMO	31359NW49	FANNIE MAE REMIC TRUST CMO/SERIES 1997-17 PH-FIXED RT	5,000.00	$104.26	$1,122.70	N/A	04/18/2027	7.25%	1.81
CMO	31393RCF5	FEDERAL HOME LOAN MTG CORP SERIES 2617 CLASS WE	73,000.00	$97.94	$45,433.85	N/A	05/15/2033	5.5%	5.27
CMO	31394E2Q0	FEDERAL NATL MTG ASSN SERIES 2005-68 CLASS GC	730,000.00	$90.22	$658,624.10	N/A	07/25/2035	5.0%	6.13
CMO	31394Y4S0	FEDERAL HOME LOAN MTG CORP SERIES 2794 CLASS EE	3,000.00	$98.38	$2,951.54	N/A	05/15/2034	5.0%	0.16
COR	74383UAS4	PROVIDENT BK CINCINNATI OHIO C/D FEDL INSD TO 100M ACT/365 CALLABLE	14,000.00	$96.36	$13,490.68	N/A	09/17/2019	5.5%	n/a
GOV	3128X0BW8	FEDERAL HOME LOAN MTG CORP	17,000.00	$97.71	$16,610.88	11/05	10/29/2018	5.5%	n/a
GOV	3136F2DH8	FEDERAL NATIONAL MTG ASSN	17,000.00	$98.63	$16,766.25	11/05	8/15/2025	6.0%	n/a
MMF	XXA000368	HSBC INV FUNDS MONEY MKT FUND CL D	39,684.26	$1.00	$39,684.26	N/A			n/a
MTG	313978MQ8	FEDL HOME LOAN MTG CORP#D39367	44,000.00	$100.83	$6,584.45	N/A	08/01/2023	6.0%	7.22
MUN	087329GB8	BETHLEHEM N Y CENT SCH DIST SC H DIST BDS 2005 GO	40,000.00	$96.22	$38,488.00	1/2015	01/15/2019	4.0%	n/a
MUN	162159DB0	CHATHAM N Y CENT SCH DIST G/O RFDG	175,000.00	$98.42	$172,236.75	6/2012	06/15/2017	4.125%	n/a
MUN	371744BE2	GENESEE VALLEY CENT SCH DIST N Y AT G/O NY SCH DIST ENHANCE PROG	25,000.00	$107.11	$26,778.00	6/2012	06/15/2027	5.25%	n/a
MUN	542518W84	LONG BEACH N Y G/O PUB IMPT SER A BK-QLFD	50,000.00	$94.75	$47,376.50	12/2013	12/15/2022	4.0%	n/a
MUN	542690BE1	LONG ISLAND PWR AUTH N Y ELEC SYS GEN REV SER 1998 A	204,000.00	$104.23	$212,631.24	6/2006	12/01/2018	5.0%	n/a
MUN	542690CQ3	LONG ISLAND PWR AUTH N Y ELEC SYS REV GEN-SER A IBC-INSD BD CTF-	20,000.00	$104.46	$20,892.40	6/2006	12/01/2026	5.25%	n/a
MUN	59259RLS1	METROPOLITAN TRANSN AUTH NY REV RFDG-TRANSN-SER F	50,000.00	$102.19	$51,097.00	11/2012	11/15/2031	5.0%	n/a
MUN	649669R42	NEW YORK N Y G/O SER I	1,997,000.00	$102.38	$2,044,588.51	4/09	04/15/2029	5.0%	n/a
MUN	64966A3J2	NEW YORK CITY G/O SER B	20,000.00	$104.80	$20,960.20	12/11	12/01/2017	5.25%	n/a
MUN	64966B4E0	NEW YORK N Y G/O SER F	110,000.00	$102.97	$113,269.20	01/13	01/15/2019	5.0%	n/a
MUN	64966BBD4	NEW YORK N Y G/O SER C	45,000.00	$104.42	$46,990.35	03/12	03/15/2025	5.125%	n/a
MUN	649706JA7	NEW YORK CITY MUN WTR FIN AUTH WTR&SWR SYS REV B	20,000.00	$106.35	$21,269.40	N/A	06/15/2013	5.75%	n/a

This data/report is for informational purposes only. A monthly/quarterly account statement should be referred to for an official record of an account. This data may not be distributed to unauthorized persons.

NOV-09-2005 11:47 HSBC BROKERAGE USA 212 525 2861 P.03/06

3DJ-60495-N35
HSBC BANK USA FBO

Holdings

Callable

Class	Symbol	Description	Face	Approx Mkt Price	Approx Mkt Value	Mat. Date	Rate	Avg Life
MUN	64970KGZ4	NEW YORK N Y CITY MUN WTR FIN AUTH WTR & SWR SYS REV SER B - CR-CUSTDL RCPTS	129,000.00	$104.22	$134,438.64 06/07	06/15/2029	5.25%	n/a
MUN	64970KPH4	NEW YORK N Y CITY MUN WTR FIN AUTH WTR & SWR SYS REV SER B	60,000.00	$103.11	$61,864.80 06/10	06/15/2031	5.125%	n/a
MUN	64971GGV1	NEW YORK CITY MUN WTR AUTH REV	200,000.00	$102.45	$204,892.00 06/11	06/15/2026	5.0%	n/a
MUN	64982PLQ3	NEW YORK ST DORM AUTH LEASE REV OFFICE FACS AUDIT&CONTROL	400,000.00	$102.18	$408,700.00 04/09	04/01/2029	5.0%	n/a
MUN	649837GU9	NEW YORK ST DORM AUTH REVS CITY UNIV SYS CONS-SER 1 THIRD GENERAL RESOLUTION	90,000.00	$105.85	$95,260.50 01/08	07/01/2027	5.125%	n/a
MUN	649837M73	NEW YORK ST DORM AUTH REVS HOSP-N Y & PRESBYTERIAN HOSP FHA	50,000.00	$100.60	$50,301.00 02/08	08/01/2027	4.75%	n/a
MUN	64983UFC9	NEW YORK ST DORM AUTH REVS MEM SLOAN-KETTERING CTR-SER 1	145,000.00	$98.66	$143,052.65 07/13	07/01/2022	4.375%	n/a
MUN	64983UFG0	NEW YORK ST DORM AUTH REVS MEM SLOAN-KETTERING CTR-SER 1	215,000.00	$99.00	$212,847.85 07/13	07/01/2024	4.5%	n/a
MUN	64983UFK1	NEW YORK ST DORM AUTH REVS MEM SLOAN-KETTERING CTR-SER 1	950,000.00	$101.58	$965,019.50 07/13	07/01/2034	5.0%	n/a
MUN	649849BR6	NEW YORK ST ENVIRONMENTAL FACS CORP ENVIRONMENTAL REV INFRASTRUCTURE	180,000.00	$101.16	$182,093.40 03/14	03/15/2024	4.75%	n/a
MUN	64985MUT1	NEW YORK ST ENVIRONMENTAL FACS CORP ST REVOLVING FDS-SER C	25,000.00	$102.80	$25,698.75 06/11	06/15/2027	5.0%	n/a
MUN	64985MYU4	NEW YORK ST ENVIRONMENTAL FACS CORP ST REVOLVING FDS-NYC MUN WTR PJ-B	25,000.00	$102.94	$25,734.50 06/12	06/15/2027	5.0%	n/a
MUN	64985W5B6	NEW YORK ST ENVIRONMENTAL FACS CORP ST CLEAN WTR & DRINKING REV REVLVNG FDS-2ND RESLTN-I	5,000.00	$100.51	$5,025.45 06/13	06/15/2023	4.6%	n/a
MUN	64985WDF8	NEW YORK ST ENVIRONMENTAL FACS CORP ST WTR REV REVOLVING FDS-NYC MUN WTR PJ-J	100,000.00	$100.05	$100,053.00 06/12	06/15/2023	4.5%	n/a
MUN	64985WMQ4	NEW YORK ST ENV FACS REV CORP ST CLEAN WTR & DRKG WTR REV REVLG FDS-POOLED FING PG-A	200,000.00	$100.40	$200,800.00 10/12	10/15/2026	4.75%	n/a

This data/report is for informational purposes only. A monthly/quarterly account statement should be referred to for an official record of an account. This data may not be distributed to unauthorized persons.

Class	Symbol	Description	Face	Approx Mkt Price	Approx Mkt Value	Mat. Date	Rate	Avg Life
MUN	64985WZ23	NEW YORK ST ENVRNMNTL FAC CORP ST CLEAN WTR & DRNKNG WTR REV REVOLVING FDS-POOLED FING PG-G	685,000.00	$100.44	$688,041.40	07/15/2026	4.75%	n/a
MUN	649901MN2	NEW YORK ST DORM AUTH REVS RFDG-ST UNIV EDL FACS	5,000.00	$105.57	$5,278.35	05/15/2021	5.125%	n/a
MUN	649901MQ5	NEW YORK ST DORM AUTH REVS RFDG-ST UNIV EDL FACS	20,000.00	$104.01	$20,802.40	05/15/2021	5.125%	n/a
MUN	733581SF0	PORT AUTH NY & NJ CONS ONE HUNDRED SIXTEENTH SER	5,000.00	$95.59	$4,779.40	10/01/2026	4.25%	n/a
MUN	8647796Q1	SUFFOLK CNTY N Y WTR AUTH WTRWKS REV SER C	355,000.00	$98.03	$347,988.75	06/01/2026	4.5%	n/a
MUN	8960296D2	TRIBOROUGH BRDG & TUNL AUTH N Y REVS GEN PURP-SER A-FGIC TCRS	80,000.00	$102.98	$82,381.60	01/01/2027	5.0%	n/a
MUN	896033QG5	TRIBOROUGH BRDG & TUNL AUTH N Y SPL OBLIG RFDG-SER A	1,350,000.00	$98.55	$1,330,465.50	01/01/2024	4.75%	n/a
MUN	952859FL5	WEST GENESEE CENT SCH DIST N Y CAMILLUS G/O	75,000.00	$95.43	$71,569.50	04/15/2020	4.0%	n/a
MUN	952859FN1	WEST GENESEE CENT SCH DIST N Y CAMILLUS G/O	395,000.00	$95.44	$376,980.10	04/15/2022	4.125%	n/a
MUN	970497GL1	WILLIAMSVILLE N Y CENT SCH DIST G/O	95,000.00	$97.09	$92,235.50	05/01/2017	4.0%	n/a

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6ND-71548-N35
IRA FBO ANNETTE LORBER

Holdings

Class	Symbol	Description	Face	Appox Mkt Price	Approx Mkt Value	Mat. Date	Rate	Avg Life
CMO	05949AN22	BANC AMER MTG SECS INC SERIES 2005-01 CLASS 1A3	206,000.00	$97.76	$201,387.53	02/25/2035	5.5%	1.60
CMO	05949CCW4	BANC AMER MTG SECS INC SERIES 2005-6 CLASS 1A8	164,000.00	$92.08	$151,014.28	07/25/2035	5.25%	4
CMO	126694MN5	CHL MORTGAGE PASS-THROUGH SERIES 2005-26 CLASS 1-A-4	143,000.00	$99.75	$142,642.50	11/25/2035	5.5%	5.17
CMO	225458TJ7	CREDIT SUISSE FIRST BOSTON SERIES 2005-5 CLASS 2A3	289,000.00	$93.60	$270,518.36	07/25/2035	5.5%	5.29
CMO	31359NW49	FANNIE MAE REMIC TRUST CMO/SERIES 1997-17 PH-FIXED RT	81,000.00	$104.26	$18,187.74	04/18/2027	7.25%	1.81
CMO	31393RCF5	FEDERAL HOME LOAN MTG CORP SERIES 2617 CLASS WE	269,000.00	$97.94	$167,420.64	05/15/2033	5.5%	1.22
CMO	31394E2Q0	FEDERAL NATL MTG ASSN SERIES 2005-68 CLASS GC	36,000.00	$90.22	$32,480.09	07/25/2035	5.0%	6.13
CMO	31394Y4S0	FEDERAL HOME LOAN MTG CORP SERIES 2794 CLASS EE	154,000.00	$98.38	$151,512.74	05/15/2034	5.0%	0.16
CMO	31395KVC4	FEDERAL HOME LN MTG CORP SERIES 2906 CLASS CC	240,000.00	$95.24	$228,581.04	11/15/2034	5.5%	1.25
CMO	31395LYV7	FREDDIE MAC CMO/SERIES 2936 AA-FIXED RT	187,000.00	$100.00	$187,000.00	07/15/2033	5.0%	0.49
CMO	362341MJ5	GS MTG SECS CORP TRUST SERIES 05-7F CLASS 1A2	117,000.00	$92.34	$108,035.07	09/25/2035	5.0%	1.08
CMO	38373Q7Q8	GINNIE MAE CMO/SERIES 2003-53 GJ-FIXED RT	11,000.00	$98.73	$6,418.28	06/20/2033	5.0%	0.22
CMO	38374G7B2	GOVERNMENT NATIONAL MTG ASSC SERIES 2004-46 CLASS W	740,000.00	$99.73	$518,230.68	06/20/2034	5.5%	0.37
CMO	94982JAR4	WELLS FARGO MTG BACKED SECS SER 2005-6 CL A-16	85,000.00	$93.65	$79,601.93	08/25/2035	5.5%	1.93
COR	74383UAS4	PROVIDENT BK CINCINNATI OHIO C/D FEDL INSD TO 100M ACT/365 CALLABLE	189,000.00	$96.36	$182,124.18	09/17/2019	5.5%	n/a
GOV	3128X0BW8	FEDERAL HOME LOAN MTG CORP	255,000.00	$97.71	$249,162.54 11/05	10/29/2018	5.5%	n/a
GOV	3136F2DH8	FEDERAL NATIONAL MTG ASSN	148,000.00	$98.63	$145,965.00 11/05	08/15/2025	6.0%	n/a
MMF	XXA000368	HSBC INV FUNDS MONEY MKT FUND CL D	110,175.91	$1.00	$110,175.91 N/A			n/a
MTG	36205KEN8	G N M A PASS THRU POOL 392641X	320,000.00	$106.90	$1,419.79 N/A	10/15/2024	8.0%	3.20
MTG	36224LGX9	G N M A PASS THRU POOL 331514X ICM MORTGAGE CORPORATION	75,600.00	$105.53	$2,798.96 N/A	11/15/2022	7.0%	2.86
MTG	36224R5U4	G N M A PASS THRU POOL 336659X	230,000.00	$105.53	$6,545.30 N/A	12/15/2022	7.0%	4.17

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6ND-71548-N35
IRA FBO ANNETTE LORBER

Holdings

11/8/2005

Class	Symbol	Description	Face	Appox Mkt Price	Approx Mkt Value	Mat. Date	Rate	Avg Life
MTG	36224XPY1	G N M A PASS THRU POOL 341639X	694,400.00	$105.48	$53,972.37	02/15/2023	7.0%	8.94

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Exhibit H

Bank of America

SIMPLE INTEREST LOAN NOTE, DISCLOSURE AND SECURITY AGREEMENT

BORROWER(S) LENDER BANK OF AMERICA, N.A.

DEALER MarineMax East, Inc., 18167 US 19 N, Suite 300, Clearwater

NAME Amphitrite, LLC ADDRESS 98 Cuttermill Rd., Suite 364S, Great Neck, NY 11021

NAME Annette Lorber ADDRESS 59 Cornwells Beach Rd, Sands Point, NY 11050

NAME ADDRESS

DESCRIPTION OF COLLATERAL:

New or Used	Year	Make and Model	Collateral Identification Number	Loan Purpose
New	2008	Azimut	XAX75032F708	[✓] Personal
New	2008	MAN	69013630581363	[ ] Business
New	2008	MAN	69013630711363	

TRUTH-IN-LENDING DISCLOSURE

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
5.990 %	$ 2,264,567.80 (e)	$ 3,153,773.00	$ 5,418,340.80 (e)

Your payment schedule will be: (e) means an estimate

Number of Payments	Amount of Payments	When Payments are Due
240	$22,576.42	Monthly Beginning June 20, 2008

Security: You are giving us a security interest in the Collateral being purchased.

Late Charge: If a payment is more than 15 days late, you will be charged four percent (4%) of the unpaid portion of the payment.

Filing Fee: $ ______

Prepayment Charge: If you pay off early, you will not have to pay a penalty; and will not be entitled to a refund of a part of the finance charge.
See your contract documents for any additional information about nonpayment, default, any required prepayment in full before the scheduled date, and prepayment penalties.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Sale Price (including any accessories, extras, services, and taxes) .... $ 3,945,270.70 (1)
2. Total Downpayment = Net Trade-in $ 135,633.90 + Cash Downpayment $ 655,863.80
   Your Trade-in is a ______ .... $ 791,497.70 (2)
3. Unpaid Balance of Cash Price (Amount paid on your Account) (1 minus 2) .... $ 3,153,773.00 (3)
4. Amounts Paid to Others on Your Behalf:
   - A. To: Credit Insurance Company (single life) .... $ ______ *
   - B. To: Credit Insurance Company (joint life) .... $ ______ *
   - C. To: Accident and Health Insurance Company .... $ ______ *
   - D. To: Public Officials For Title, License, Lien Fee and Registration Fees (itemize) .... $ ______
   - E. Other Charges (Identify Who Must Receive Payment and Describe Purpose)
     - To: ______ For Service Contract $ ______ *
     - To: ______ For Debt Cancellation Coverage $ ______ *
     - To: ______ For: ______ $ ______ *
     - To: ______ For: ______ $ ______ *

   Total Other Charges and Amounts Paid to Others on Your Behalf .... $ 0.00 (4)
5. Prepaid Finance Charges:
   - A. Loan Processing Fee .... $ ______ *
   - B. Other: ______ .... $ ______

   Total Prepaid Finance Charges .... $ 0.00 (5)
6. Principal Amount (3 + 4 + 5) .... $ 3,153,773.00 (6)
7. Amount Financed (6 minus 5) .... $ 3,153,773.00 (7)

*Dealer may share in or receive a portion of these amounts.

continued from Page 1

NOTICE: THE ANNUAL PERCENTAGE RATE MAY BE NEGOTIABLE WITH THE DEALER. THE DEALER MAY RECEIVE A PART OF THE FINANCE CHARGE.

CREDIT INSURANCE DISCLOSURE: YOU ARE REQUESTING CREDIT INSURANCE INDICATED HEREIN. YOU AGREE THAT IT IS NOT REQUIRED AS A CONDITION OF THIS LOAN. Please review the information provided by the insurer for more detail concerning the terms and conditions. Please check the appropriate box(es) and sign below if you wish to purchase insurance:

☐ Single Credit Life Insurance (Borrower only) ☐ Credit Disability Insurance (Borrower only)
☐ Joint Credit Life Insurance

Insurer(s): ____________________

Address: ____________________

Credit Life: Term: ______ Premium $ ______ Joint Credit Life: Term: ______ Premium $ ______
Credit Disability: Term: ______ Premium $ ______ Other: ______ Term: ______ Premium $ ______

X ____________________ X ____________________
Borrower Date Co-Borrower Date

GUARANTEED ASSET PROTECTION ("GAP") DISCLOSURE

THIS PRODUCT IS OPTIONAL Your purchase of GAP is optional. Whether or not you purchase GAP will not affect your application for credit or the terms of any existing credit agreement you have with the Bank.

REFUND OF FEE PAID FOR GAP You may cancel GAP at any time and receive a refund.

ELIGIBILITY REQUIREMENTS, CONDITIONS AND EXCLUSIONS There are eligibility requirements, conditions and exclusions that could prevent you from receiving benefits under GAP.

You should carefully read the GAP Addendum for a full explanation of the terms of GAP.

Borrower: ______________ Date: ________ Borrower: ______________ Date: ________

PROPERTY INSURANCE: You understand that you are required to purchase property insurance on the Collateral. You can buy this insurance through any person of your choosing acceptable to us (please see reverse side for what could happen if you do not maintain such insurance.)

PROMISE TO PAY: You promise to pay to the order of Bank of America, N.A.:, the Principal Amount (shown above) plus interest at the Contract Rate of ________ from the date you sign this Agreement and continuing until your loan is paid in full. You agree to make regular monthly payments in accordance with the payment schedule shown above. You may prepay all or any part of the unpaid principal balance without paying any penalty. If you prepay, we will not refund to you any portion of the finance charge. If we have not received the full amount of any payment by the end of fifteen (15) calendar days after it is due, you may be required to pay a late charge equal to four percent (4%) of the full amount of the scheduled payment. If any payment under this Agreement is made with a check or other instrument that is dishonored for any reason, you agree to pay us a returned check fee of twenty-five dollars ($25) in addition to any other amounts or charges you may owe us. Interest will be charged on a daily basis of 1/365 (1/366 in a leap year) beginning on the date you sign this Agreement to purchase or refinance the Collateral described above and continuing until the full amount of the principal balance has been paid. This means the amount of interest you pay will be less if you make your payments early and more if you pay late.

ADDITIONAL TERMS AND CONDITIONS. Please see the reverse side for additional terms and conditions. You are bound by these terms in the same manner as if they were printed on the front.

SIGNATURE. By signing below, you agree to all of the terms of this Agreement and request us to issue the proceeds of this Note. You acknowledge receiving a copy of this Agreement.

NOTICE TO COSIGNER. You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs which increases this amount. The Bank can collect this debt from you without first trying to collect from the borrower. The Bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of *your* credit record. This notice is not the contract that makes you liable for the debt.

NOTICE TO CONSUMER. (1) Do not sign this Agreement before you read it; (2) You are entitled to a copy of this Agreement; (3) You may, at any time, prepay the unpaid balance of this Agreement.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT INCLUDING THE ARBITRATION CLAUSE (SEE REVERSE) BEFORE YOU SIGN IT.

Amphitrite, LLC
Annette Lorber 5-21-08 Annette Lorber 5-21-08
Borrower's Signature Date Borrower's Signature Date
Annette Lorber, Sole Member Annette Lorber, Individual

____
Borrower's Signature Date

NCDLF 030108

TERMS AND CONDITIONS

Definition. "You" or "your" means each borrower and each other person or entity who agrees to pay this Note and therefore agrees to the terms of the Note. "We" or "us" means the Lender and its successors and assigns.

The terms, "Contract," "Agreement," and "Loan" are used interchangeably.

Applicable Law. The state laws of the state where the Bank's lien has been recorded applies as to issues regarding the Bank's security interest in the Collateral. The laws of the United States, and as to the rate of interest and other related fees due and owing under this Agreement, the laws of North Carolina shall apply.

Ownership and Risk of Loss. You agree to pay us all that you owe under this Agreement even if the Collateral is damaged.

Security Interest. You have provided us a security interest in the Collateral that you have purchased or refinanced with the proceeds of this Note you have executed. You agree to allow us to inspect the Collateral at any reasonable time and provide any additional documentation and sign other documents, including financing statements, certificates of title or other documentation required to perfect our security interest in the Collateral. You will also pay all costs in connection with filing any such documentation. You represent that there are no other security interests or liens on the Collateral other than ours and will permit no other liens without our prior written consent. You also agree that we have the right of setoff, subject to applicable state law limitation, against any money that you have in our possession.

Required Physical Damage Insurance. You agree to have physical damage insurance covering loss or damage to the Collateral for the term of this Agreement. At any time during the term of this Agreement, if you do not have physical damage insurance which covers both interests in the Collateral, we may, if we decide, buy insurance which covers only our interest.

We are under no obligation to buy any insurance, but may do so if we desire. If we buy either of these coverages, we will let you know what type it is and the charge you must pay. We may either request immediate reimbursement from you for the cost of such insurance or may add the insurance premium to the unpaid principal amount on this Agreement. If the insurance premium is added to the unpaid principal amount of this Agreement, interest will be charged on the insurance premium at the Annual Percentage Rate disclosed in this Agreement, and you agree to pay the insurance premium with the interest in equal installments along with the payments shown on the payment schedule.

You understand and agree that if we or our assignee purchase any physical damage insurance, we will be acting in our own interest and will not be representing your interest. You further understand and agree that the purchased insurance will not contain any liability coverages, may cover only our interest in the Collateral, may have deductible amounts different than those in any of your provided insurance, and may be more expensive than equivalent insurance which you could purchase through your own sources. You agree that we can purchase such insurance with coverage that will be retroactive to the date your insurance terminated. You understand and agree that we may receive compensation or reimbursement in connection with such insurance.

If the Collateral is lost or damaged, you agree that we can use any insurance settlement either to repair the Collateral or to apply to your debt.

Insurance or Service/Repair Plan Charges Returned to Us. If any charge for required insurance is returned to us, it may be credited to your account or used to buy similar insurance or insurance which covers only our interest in the Motor Vehicle.

Any refund on optional insurance or service/repair plan obtained by us will be credited to your account.

Credits to your account will be in the same manner as payments. You will be notified of what is done.

Repossession of the Collateral for Failure to Pay. If you fail to pay according to the payment schedule or if you break any of the agreements in this Agreement (default), we can take the Collateral from you (repossession) subject to any right to cure default you may have. To take the Collateral, we can go on your land or anywhere the Collateral is located so long as it is done peacefully. If there are any personal belongings in the Collateral such as clothing, furniture, and tools, we may store the items. However, we do not have to store them and will not be responsible for the items beyond what the law may require. Any accessories, equipment or replacement parts will remain with the Collateral.

Getting the Collateral Back After Repossession. If we repossess the Collateral we will send to you a notice of sale disclosing that you have the right to redeem the Collateral by paying the accelerated balance and other costs of repossession. Under certain circumstances, you may have the right to reinstate the account by paying past due payments plus any late charges, the cost of taking and storing the Collateral and other expenses that we have or our assignee has had. We will use the net proceeds of the sale to pay all or part of your debt.

If you owe less than the net proceeds of sale, we will pay you the difference, unless we are required to pay it to someone else. For example, we may be required to pay a lender who has given you a loan and also taken a security interest in the Collateral.

If you owe more than the net proceeds of sale, you will pay us the difference between the net proceeds of the sale and what you owe when we ask for it. If you do not pay this amount when asked, we will charge interest on it.

If you have wrongfully damaged the Collateral, you will be liable to us for the damages.

Attorneys Fees. To the extent permitted by applicable law, if we hire an attorney other than our salaried employee to collect what you owe, you agree to pay our reasonable attorney's fees, including any incurred in connection with any bankruptcy or appellate proceeding, and any court costs and out of pocket expenses, whether or not the suit is filed, plus interest on such sums at the highest rate allowed by law.

TERMS AND CONDITIONS (continued)

Arbitration Clause. IMPORTANT - PLEASE READ - ARBITRATION LIMITS YOUR LEGAL RIGHTS.

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arise out of or relate to your credit application, this Contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You may choose any one of the following arbitration organizations and its applicable rules: the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 (www.adr.org) and the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 (www.arb-forum.com). You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website. This Arbitration Clause is intended to be interpreted as broadly as possible.

You and we understand and agree that if either you or we choose to arbitrate our dispute there will be no trial by jury or other judicial proceeding. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitrator shall have the authority to order specific performance and monetary damages, including punitive damages, or provide any relief allowed by applicable law. Any award, however, must comport with, and not violate, any applicable law, including any applicable statutory, common law or constitutional limits on punitive damages. The arbitration hearing shall be conducted in the federal district in which you reside. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of $1,500. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. The arbitrator's award shall be final and binding on all parties, except that the losing party may request a new arbitration under the rules of the arbitration organization by the three-arbitrator panel. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 *et. seq.*) and not by any state law concerning arbitration.

You and we retain any rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This clause shall survive any termination, payoff or transfer of this Contract. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable.

By signing this Contract, you and we each understand and agree to be bound by the terms of this Arbitration Clause, and expressly waive your and our right to trial by jury and judicial process and review except as specifically set forth herein.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS ARBITRATION CLAUSE BEFORE YOU SIGN THE CONTRACT. BY SIGNING THIS CONTRACT, YOU ARE SAYING THAT YOU HAVE READ AND UNDERSTAND THIS ARBITRATION CLAUSE AND HAVE RECEIVED A COPY OF IT.

Default. You will be in default under the Note or other parts of the Agreement if any one or more of the following events occurs: 1) you fail to make a monthly payment within fifteen (15) days of its due date or any other payment when due; 2) you provide us false or misleading information in connection with this loan; 3) you die or are declared incompetent; 4) you fail to pay or keep any other promise or any other loan you may have with us; 5) the Collateral is damaged or stolen; 6) you breach any agreement or covenant in this Agreement.

Failure to Pay or Keep Promises as Required. If you do not pay us as agreed or you are otherwise in default or if an event occurs which substantially reduces the value of the Collateral which materially impairs your prospects to pay amounts due under this Agreement, we may, at our option, declare the entire unpaid principal amount to be immediately due and owing. You will, following such event, at our request, deliver the Collateral to a place we designate which is reasonably convenient to both you and us.

Credit Reporting. You agree that we may request a consumer credit report in connection with your application and in connection with an update, renewal, or extension of the credit for which the application is made.

Integration and Severability. This agreement contains the entire agreement between you and us. If any part of this agreement is invalid, all other parts of the agreement will remain valid.

Non-Waiver. You agree not to send us partial payments marked "paid in full", "with prejudice", "without recourse" or any similar restrictive endorsements. If you send these items or complaints to our lockbox or address specified for payment, they shall not be deemed received and the endorsements will not be effective against us even though we cashed the checks on which such endorsements are contained.

Notice of Limited Agency. The dealer has no authority to approve or to make this loan. The dealer is not our agent in connection with the sale of the Collateral you are purchasing with the proceeds of this loan. The dealer is only authorized to prepare the loan documents and to obtain your signatures.

Customer Identification Program (CIP). Pursuant to requirements of law, including the USA PATRIOT Act, Bank of America is obtaining information and will take necessary actions to verify your identity.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

AFFIDAVIT OF OUT OF STATE EXECUTION

AND DELIVERY OF PROMISSORY NOTE

With regard to the execution and delivery of the Promissory Note described below,
I/we hereby state as follows:

Manufacturer: Azimut
Model: 75
Year: 2008
Hull Number: XAX75032F708

That on this date, I/we executed that certain Promissory Note dated as of, 05/21/08 by and between **Amphitrite, LLC and Annette Lorber** as Borrower, and **Bank of America, N.A.** as Lender, in the state of **NY**.

DATED: 5-21, 20 08

By: [signature]
Annette Lorber

____

Sworn to and subscribed before me this 21 day of May in the year 2008

Witness my hand and official seal. [signature] Notary Public

My Commission expires 02-12-2011 (Official Seal)

NAGASAR LACHMAN
Notary Public, State of New York
Registration #01LA6180938
Qualified in Queens County
Commission Expires Feb. 12, 2011

Bank of America

Certified Copy of Corporate Resolutions Specialty Lending

I, Annette Lorber do hereby certify to Bank of America, N.A. ("Bank of America") that I am Member ~~Secretary~~ of Amphitrite, LLC a corporation organized and existing under the laws of the State of New York ("Corporation") and that the following is a true and correct copy of the resolutions adopted by the Board of Directors of said Corporation at a meeting held in full compliance of its by-laws on the 21 day of May 2008 and that such resolutions are in full force and effect and have not been modified, amended or rescinded and are not inconsistent with our by-laws.

1. **Resolved,** that any of the following officers

Name	Title	Signature
Annette Lorber	Member	Annette Lorber (Seal)
		(Seal)
		(Seal)

of this Corporation is/are authorized to execute, assign and/or endorse to Bank of America on behalf of this corporation, operating agreements, notes, loan documents, retail installment sales contracts/purchase money agreements, title retention or lien instruments, security agreements, UCC's repurchase/recourse agreements, dealer agreements and/or amendments thereto and/or endorsements, and/or any other instruments or agreements as may be required in relation to, and in connection with, loan applications and loan packages, or retail installment sales contracts submitted to Bank of America for consideration and or purchase and;

2. **Further Resolved,** that any of the following officers or employees

Name	Title	Signature
Annette Lorber	Member	Annette Lorber (Seal)
		(Seal)
		(Seal)

of this Corporation is/are authorized to execute, assign, and/or endorse all necessary instruments and documents relating to loans, notes, retail installment sales contracts/purchase money agreements, title retention or lien instruments, credit applications and/or any other instruments as may be required pertaining to and in connection with loan applications, notes, loan documents and non-recourse retail installment sales contracts considered and/or purchased by Bank of America, and to perform such other acts as are necessary or required in connection with the funding of loans by Bank of America, and;

3. **Further Resolved,** that the Member ~~Secretary~~ of this Corporation shall certify to Bank of America the names of persons at present authorized to act on behalf of this Corporation under the foregoing resolutions and shall from time to time thereafter, as changes occur, immediately certify such changes to Bank of America, and that Bank of America shall be fully protected in relying on such certifications and shall be indemnified and saved harmless from any claims, demands, expenses, or damage resulting from, or growing out of, honoring the signature or instructions of any person so certified, or refusing to honor any signature or instructions not so certified, and;

4. **Further Resolved,** that the foregoing resolutions shall remain in full force and effect until written notice of their amendment or rescission shall have been received by Bank of America; and that receipt of such notice shall not affect any action taken by Bank of America prior thereto, and;

5. **Further Resolved,** that all transactions by any of the officers or employees of the Corporation on its behalf, and in its name with Bank of America prior to delivery to Bank of America of a certified copy of these resolutions are, in all respects, hereby ratified, confirmed, approved and adopted, and;

6. **Further Resolved,** that the signatures of the designees shall be conclusive evidence of their authority to act on behalf of and in the name of the Corporation, as provided herein.

7. **Further Resolved,** that the Member ~~Secretary~~ be, and hereby is authorized and directed to certify these resolutions to Bank of America and that the provisions hereof are in conformity with the Charter and Bylaws of the Corporation and its state of incorporation.

8. **I Hereby Further Certify** that the seal affixed hereto is the corporate seal of said Corporation; that the following named individuals are the duly elected incumbents of the respective offices of said Corporation set forth opposite their respective names; and that the the signatures set opposite their respective titles are genuine, original signatures of each respectively.

(Please Apply Genuine Signatures Hereunder)

Name	Title	Signature
Annette Lorber	Member	Annette Lorber (Seal)
		(Seal)
		(Seal)

In Witness Whereof, I have hereunto affixed my name as Member ~~Secretary~~ and have caused the corporate seal of said Corporation to be affixed this 21st day of May, 2008.

(Corporate Seal)

Annette Lorber (Seal)
~~Secretary~~ Annette Lorber, Member

90-06-1574 (11-77)

ACKNOWLEDGMENT (INDIVIDUAL)

STATE OF N.Y.)

COUNTY OF Nassau.)

I HEREBY CERTIFY that on this 21 day of May, 2008, before me, a Notary Public in and for the State aforesaid, personally appeared Annette Lorber both as Member of Amphitrite, LLC and Individually known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledged that he/she/they executed the foregoing instrument for the purposes set forth therein.

In witness whereof, I hereunto set my hand and official seal.

Nagasar Lachman
Notary Public

My Commission Expires: 02-12-2011. [SEAL]

NAGASAR LACHMAN
Notary Public, State of New York
Registration #01LA6180838
Qualified in Queens County
Commission Expires Feb. 12, 2011

Exhibit I

Form **1120S** Department of the Treasury Internal Revenue Service

U.S. Income Tax Return for an S Corporation

▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.
▶ See separate instructions.

OMB No. 1545-0130 **2009**

For calendar year 2009 or tax year beginning , ending

A S election effective date: 1/1/1994	Use IRS label. Otherwise, print or type.	Name: WORLDWIDE FOOTWEAR INC	D Employer identification number: 11-3170907
B Business activity code number (see instructions): 316210		Number, street, and room or suite no. If a P.O. box, see instructions.: 98 CUTTERMILL ROAD SUITE 364	E Date incorporated: 7/28/1993
C Check if Sch. M-3 attached ☐		City or town: GREAT NECK State: NY ZIP code: 11021	F Total assets (see instructions): $ 0

G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☐ No If "Yes," attach Form 2553 if not already filed

H Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change (4) ☐ Amended return (5) ☐ S election termination or revocation

I Enter the number of shareholders who were shareholders during any part of the tax year ▶ 1

Caution. *Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.*

Section	Line	Description	Box	Amount
Income	1a	Gross receipts or sales ___ b Less returns and allowances ___ c Bal ▶	1c	0
	2	Cost of goods sold (Schedule A, line 8)	2	
	3	Gross profit. Subtract line 2 from line 1c	3	0
	4	Net gain (loss) from Form 4797, Part II, line 17 *(attach Form 4797)*	4	
	5	Other income (loss) *(see instructions—attach statement)*	5	
	6	**Total income (loss).** Add lines 3 through 5 ▶	6	0
Deductions (see instructions for limitations)	7	Compensation of officers	7	
	8	Salaries and wages (less employment credits)	8	
	9	Repairs and maintenance	9	
	10	Bad debts	10	
	11	Rents	11	
	12	Taxes and licenses	12	
	13	Interest	13	204,543
	14	Depreciation not claimed on Schedule A or elsewhere on return *(attach Form 4562)*	14	
	15	Depletion (**Do not deduct oil and gas depletion.**)	15	
	16	Advertising	16	
	17	Pension, profit-sharing, etc., plans	17	
	18	Employee benefit programs	18	
	19	Other deductions *(attach statement)*	19	
	20	**Total deductions.** Add lines 7 through 19 ▶	20	204,543
	21	**Ordinary business income (loss).** Subtract line 20 from line 6	21	-204,543
Tax and Payments	22a	Excess net passive income or LIFO recapture tax *(see instructions)*	22a	
	b	Tax from Schedule D (Form 1120S)	22b	
	c	Add lines 22a and 22b *(see instructions for additional taxes)*	22c	0
	23a	2009 estimated tax payments and 2008 overpayment credited to 2009	23a	
	b	Tax deposited with Form 7004	23b	
	c	Credit for federal tax paid on fuels *(attach Form 4136)*	23c	
	d	Add lines 23a through 23c	23d	0
	24	Estimated tax penalty *(see instructions)*. Check if Form 2220 is attached ▶ ☐	24	
	25	**Amount owed.** If line 23d is smaller than the total of lines 22c and 24, enter amount owed	25	0
	26	**Overpayment.** If line 23d is larger than the total of lines 22c and 24, enter amount overpaid	26	0
	27	Enter amount from line 26 **Credited to 2010 estimated tax** ▶ **Refunded** ▶	27	0

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

▶ Signature of officer Date ▶ Title

May the IRS discuss this return with the preparer shown below (see instructions)? [X] Yes ☐ No

Paid Preparer's Use Only

Preparer's signature ▶ SHELDON GANZ | Date | Check if self-employed ☐ | Preparer's SSN or PTIN: P00064800

Firm's name (or yours if self-employed), address, and ZIP code ▶ SHELDON M. GANZ CPA PC, 98 CUTTERMILL RD, STE 364, GREAT NECK, State NY | EIN 20-8095282 | Phone no. (516)504-0045 | ZIP code 11021

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions. Form **1120S** (2009)

(HTA)

Schedule A Cost of Goods Sold (see instructions)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs *(attach statement)*	4	
5	Other costs *(attach statement)*	5	
6	**Total.** Add lines 1 through 5	6	0
7	Inventory at end of year	7	
8	**Cost of goods sold.** Subtract line 7 from line 6. Enter here and on page 1, line 2	8	0

9a Check all methods used for valuing closing inventory: *(i)* ☐ Cost as described in Regulations section 1.471-3
(ii) ☒ Lower of cost or market as described in Regulations section 1.471-4
(iii) ☐ Other (Specify method used and attach explanation.) ▶

b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c) ▶ ☐

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ ☐

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO 9d

e If property is produced or acquired for resale, do the rules of section 263A apply to the corporation? ☐ Yes ☒ No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? ☐ Yes ☐ No
If "Yes," attach explanation.

Schedule B Other Information (see instructions)

		Yes	No
1	Check accounting method: a ☒ Cash b ☐ Accrual c ☐ Other (specify) ▶		
2	See the instructions and enter the: a Business activity ▶ MANUFACTURING b Product or service ▶ SLIPPERS		
3	At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a statement showing: **(a)** name and employer identification number (EIN), **(b)** percentage owned, and **(c)** if 100% owned, was a QSub election made?		X
4	Has this corporation filed, or is it required to file, a return under section 6111 to provide information on any reportable transaction?		X
5	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ ☐ If checked, the corporation may have to file **Form 8281,** Information Return for Publicly Offered Original Issue Discount Instruments.		
6	If the corporation: **(a)** was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation **and (b)** has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years. ▶ $		
7	Enter the accumulated earnings and profits of the corporation at the end of the tax year. $		
8	Are the corporation's total receipts *(see instructions)* for the tax year **and** its total assets at the end of the tax year less than $250,000? If "Yes," the corporation is not required to complete Schedules L and M-1.	X	

Schedule K Shareholders' Pro Rata Share Items

Income (Loss)

	Item			Line	Total amount
1	Ordinary business income (loss) (page 1, line 21)			1	-204,543
2	Net rental real estate income (loss) *(attach Form 8825)*			2	
3a	Other gross rental income (loss)	3a			
b	Expenses from other rental activities *(attach statement)*	3b			
c	Other net rental income (loss). Subtract line 3b from line 3a			3c	0
4	Interest income			4	
5	Dividends: a Ordinary dividends			5a	
	b Qualified dividends	5b			
6	Royalties			6	
7	Net short-term capital gain (loss) *(attach Schedule D (Form 1120S))*			7	
8a	Net long-term capital gain (loss) *(attach Schedule D (Form 1120S))*			8a	
b	Collectibles (28%) gain (loss)	8b			
c	Unrecaptured section 1250 gain *(attach statement)*	8c			
9	Net section 1231 gain (loss) *(attach Form 4797)*			9	
10	Other income (loss) *(see instructions)* Type ▶			10	

Form 1120S (2009) WORLDWIDE FOOTWEAR INC 11-3170907 Page 3

Section	Line	Shareholders' Pro Rata Share Items (continued)		Total amount
Deductions	11	Section 179 deduction *(attach Form 4562)*	11	
	12a	Contributions	12a	
	b	Investment interest expense	12b	
	c	Section 59(e)(2) expenditures (1) Type ▶ (2) Amount ▶	12c(2)	
	d	Other deductions *(see instructions)* Type ▶	12d	
Credits	13a	Low-income housing credit (section 42(j)(5))	13a	
	b	Low-income housing credit (other)	13b	
	c	Qualified rehabilitation expenditures (rental real estate) *(attach Form 3468)*	13c	
	d	Other rental real estate credits *(see instructions)* Type ▶	13d	
	e	Other rental credits *(see instructions)* Type ▶	13e	
	f	Alcohol and cellulosic biofuel fuels credit *(attach Form 6478)*	13f	
	g	Other credits *(see instructions)* Type ▶	13g	
Foreign Transactions	14a	Name of country or U.S. possession ▶		
	b	Gross income from all sources	14b	
	c	Gross income sourced at shareholder level	14c	
		Foreign gross income sourced at corporate level		
	d	Passive category	14d	
	e	General category	14e	
	f	Other *(attach statement)*	14f	
		Deductions allocated and apportioned at shareholder level		
	g	Interest expense	14g	
	h	Other	14h	
		Deductions allocated and apportioned at corporate level to foreign source income		
	i	Passive category	14i	
	j	General category	14j	
	k	Other *(attach statement)*	14k	
		Other information		
	l	Total foreign taxes (check one): ▶ ☐ Paid ☐ Accrued	14l	
	m	Reduction in taxes available for credit *(attach statement)*	14m	
	n	Other foreign tax information *(attach statement)*		
Alternative Minimum Tax (AMT) Items	15a	Post-1986 depreciation adjustment	15a	
	b	Adjusted gain or loss	15b	
	c	Depletion (other than oil and gas)	15c	
	d	Oil, gas, and geothermal properties—gross income	15d	
	e	Oil, gas, and geothermal properties—deductions	15e	
	f	Other AMT items *(attach statement)*	15f	
Items Affecting Shareholder Basis	16a	Tax-exempt interest income	16a	
	b	Other tax-exempt income	16b	
	c	Nondeductible expenses	16c	
	d	Property distributions	16d	
	e	Repayment of loans from shareholders	16e	
Other Information	17a	Investment income	17a	
	b	Investment expenses	17b	
	c	Dividend distributions paid from accumulated earnings and profits	17c	
	d	Other items and amounts *(attach statement)*		
Reconciliation	18	**Income/loss reconciliation.** Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14l	18	-204,543

Form **1120S** (2009)

Schedule K-1 (2009) (back) ANNETTE LORBER #1 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

Empire Zone (EZ) tax credits

13. EZ wage tax credit (attach Form CT-601)	13.	0
14. Investments in certified EZ businesses (attach Form CT-602)	14.	0
15. Monetary contributions to EZ community development projects (attach Form CT-602)	15.	0
16. EZ investment tax credit (attach Form CT-603)	16.	0
17. EZ investment tax credit for financial services industry (attach Form CT-605)	17.	0
18. Recaptured tax credit — EZ capital tax credit, EZ investment tax credit, or EZ investment tax credit for financial services industry (attach Form CT-602, CT-603, or CT-605)	18.	0

Qualified empire zone enterprise (QEZE) tax credits

19. QEZE real property tax credit allowed (attach Form CT-606)	19.	0
20. Recapture of QEZE real property tax credit (attach Form CT-606)	20.	0
21. QEZE employment increase factor (attach Form CT-604)	21.	0.0000
22. QEZE zone allocation factor (attach Form CT-604)	22.	0.0000
23. QEZE benefit period factor (attach Form CT-604)	23.	0.0000
QEZE tax reduction credit factors from partnership		
24. QEZE partnership employer identification number	24.	
25. QEZE employment increase factor	25.	0.0000
26. QEZE zone allocation factor	26.	0.0000
27. QEZE benefit period factor	27.	0.0000

Farmers' school tax credit

28. Total acres of qualified agricultural property	28.	0
29. Total amount of eligible school district property taxes paid	29.	0
30. Total acres of qualified agricultural property converted to nonqualified use	30.	0
31. Total acres of qualified conservation property	31.	0

Other credits

32. Alternative fuels credit (attach Form CT-40)	32.	0
33. Recapture of alternative fuels credit (attach Form CT-40)	33.	0
34. Credit for employment of persons with disabilities (attach Form CT-41)	34.	0
35. QETC employment credit (attach Form DTF-621)	35.	0
36. QETC capital tax credit (attach Form DTF-622)	36.	0
37. Recapture of QETC capital tax credit (attach Form DTF-622)	37.	0
38. Empire State commercial production credit (attach Form CT-246)	38.	0
39. Credit for purchase of an automated external defibrillator (attach Form CT-250)	39.	0
40. Low-income housing credit (attach Form DTF-624)	40.	0
41. Recapture of low-income housing credit (attach Form DTF-626)	41.	0
42. Green building credit (attach Form DTF-630)	42.	0
43. Long-term care insurance credit (attach Form CT-249)	43.	0
44. Empire state film production credit (attach Form CT-248)	44.	0
45. Brownfield redevelopment tax credit — site preparation credit component (attach Form CT-611)	45.	0
46. Brownfield redevelopment tax credit — tangible property credit component (attach Form CT-611)	46.	0
47. Brownfield redevelopment tax credit — on-site ground water remediation credit component (attach Form CT-611)	47.	0
48. Recapture of brownfield redevelopment credit (attach Form CT-611)	48.	0
49. Remediated brownfield credit for real property taxes (attach Form CT-612)	49.	0
50. Recapture of remediated brownfield credit for real property taxes (attach Form CT-612)	50.	0
51. Environmental remediation insurance credit (attach Form CT-613)	51.	0
52. Recapture of environmental remediation insurance credit (attach Form CT-613)	52.	0
53. QETC research and development property credit component (attach Form DTF-619)	53.	0
54. QETC qualified research expenses credit component (attach Form DTF-619)	54.	0
55. QETC qualified high-technology training expenditures credit component (attach Form DTF-619)	55.	0
56. Security officer training tax credit (attach Form CT-631)	56.	0
57a. Brownfield redevelopment tax credit - site preparation credit component (attach Form CT-611.1)	57a.	0
57b. Brownfield redevelopment tax credit - tangible property credit component (attach Form CT-611.1)	57b.	0
57c. Brownfield redevelopment tax credit - on-site ground water remediation credit component (attach Form CT-611.1)	57c.	0
57d. Recapture of brownfield redevelopment tax credit (attach Form CT-611.1)	57d.	0
58. Biofuel production credit (attach Form CT-243)	58.	0
59. Clean heating fuel credit (attach Form CT-241)	59.	0
60. Credit for taxicabs and livery service vehicles accessible to persons with disabilities (attach Form CT-239)	60.	0
61. Rehabilitation of historic properties credit (attach Form CT-238)	61.	0
62. Recapture of rehabilitation of historic properties credit (attach Form CT-238)	62.	0
63. Other tax credit(s)	63.	0

Schedule L Balance Sheets per Books

	Assets	Beginning of tax year (a)	(b)	End of tax year (c)	(d)
1	Cash				
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts		0		0
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities *(see instructions)*				
6	Other current assets *(attach statement)*				
7	Loans to shareholders				
8	Mortgage and real estate loans				
9	Other investments *(attach statement)*				
10a	Buildings and other depreciable assets				
b	Less accumulated depreciation		0		0
11a	Depletable assets				
b	Less accumulated depletion		0		0
12	Land (net of any amortization)				
13a	Intangible assets (amortizable only)				
b	Less accumulated amortization		0		0
14	Other assets *(attach statement)*				
15	Total assets		0		0
	Liabilities and Shareholders' Equity				
16	Accounts payable				
17	Mortgages, notes, bonds payable in less than 1 year		1,825,080		
18	Other current liabilities *(attach statement)*				
19	Loans from shareholders		1,210,152		3,239,775
20	Mortgages, notes, bonds payable in 1 year or more				
21	Other liabilities *(attach statement)*				
22	Capital stock		20,000		20,000
23	Additional paid-in capital				
24	Retained earnings		(3,055,232)		(3,259,775)
25	Adjustments to shareholders' equity *(attach statement)*				
26	Less cost of treasury stock				
27	Total liabilities and shareholders' equity		0		0

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: Schedule M-3 required instead of Schedule M-1 if total assets are $10 million or more—see instructions

1	Net income (loss) per books	-204,543	5	Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize): a Tax-exempt interest $	0
2	Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize):		6	Deductions included on Schedule K, lines 1 through 12 and 14l, not charged against book income this year (itemize): a Depreciation $	0
3	Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14l (itemize): a Depreciation $ b Travel and entertainment $	0	7	Add lines 5 and 6	0
4	Add lines 1 through 3	-204,543	8	Income (loss) (Schedule K, line 18). Line 4 less line 7	-204,543

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

		(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1	Balance at beginning of tax year	(3,055,232)		
2	Ordinary income from page 1, line 21			
3	Other additions			
4	Loss from page 1, line 21	(204,543)		
5	Other reductions			
6	Combine lines 1 through 5	(3,259,775)	0	0
7	Distributions other than dividend distributions	0	0	0
8	Balance at end of tax year. Subtract line 7 from line 6	(3,259,775)	0	0

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☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Schedule K-1 (Form 1120S) **2009**
Department of the Treasury
Internal Revenue Service

For calendar year 2009, or tax year beginning ____________, 2009 ending ____________, 20 ____

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See back of form and separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
11-3170907

B Corporation's name, address, city, state, and ZIP code
WORLDWIDE FOOTWEAR INC
98 CUTTERMILL ROAD SUITE 364
GREAT NECK NY 11021

C IRS Center where corporation filed return
Cincinnati, OH 45999-0013

Part II Information About the Shareholder

D Shareholder's identifying number Shareholder: 1
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

E Shareholder's name, address, city, state, and ZIP code
ANNETTE LORBER
59 CORNWELLS BEACH ROAD
SANDS POINT, NY 11050

F Shareholder's percentage of stock ownership for tax year 100.000000%

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) -204,543	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15	Alternative minimum tax (AMT) items
11	Section 179 deduction	16	Items affecting shareholder basis
12	Other deductions		
		17	Other information

* See attached statement for additional information.

Staple forms here

2009 **CT-3-S**

New York State Department of Taxation and Finance

New York S Corporation Franchise Tax Return

Tax Law – Articles 9-A and 22

All filers must enter tax period:

Final return ▮ Amended return ▮ beginning ▮ 01-01-09 ending ▮ 12-31-09

(see page 5 of the instructions)

Employer identification number ▮ 11-3170907 ▮ File number Business telephone number

If you have any subsidiaries incorporated outside NYS, mark an *X* in the box •

If you claim an overpayment, mark an *X* in the box

Legal name of corporation WORLDWIDE FOOTWEAR INC

Trade name/DBA

Mailing name *(if different from legal name above)*

c/o

State or country of incorporation NEBRASKA

Date received (for Tax Department use only)

Number and street or PO box 98 CUTTERMILL ROAD SUITE 364

Date of incorporation 07-28-93

City GREAT NECK State NY ZIP code 11021

Foreign corporations: date began business in NYS

NAICS business code number *(from federal return)* ▮ 316210

If address/phone above is new, mark an X in the box ▮

If you need to update your address or phone information for corporation tax, or other tax types, you can do so online. Visit our Web site at *www.nystax.gov* and look for the change my address option. Otherwise, see *Business information* in the instructions.

Audit (for Tax Department use only)

Principal business activity MANUFACTURING

Has the corporation revoked its election to be treated as a New York S corporation? Yes • No • X If *Yes*, enter effective date: •

Number of shareholders 1

Payment enclosed

A. Pay amount shown on line 46. Make payable to: ***New York State Corporation Tax***

Attach your payment here. Detach all check stubs. *(See instructions for details.)* ▮ **A.** 25.

You must attach a copy of the following: (1) federal Form 1120S as filed; (2) Form CT-34-SH; (3) Form CT-3-S-ATT *(if required; see instructions);* and (4) any applicable credit claim forms.

B. If you filed a return(s) other than federal Form 1120S, enter the form number(s) here •

C. If you included a qualified subchapter S subsidiary (QSSS) in this return, mark an *X* in the box and attach Form CT-60-QSSS ▮

D. Have you underreported your tax due on past returns? To correct this without penalty, visit us at ***www.nystax.gov***.

E. Enter your business allocation percentage *(if you did not complete Form CT-3-S-ATT, Schedule A, you must enter either 0 or 100)* • 100.0000 %

F. Enter your investment allocation percentage *(if you did not complete Form CT-3-S-ATT, Schedule B, you must enter either 0 or 100)* • 0.0000 %

G. Did the S corporation make an IRC section 338 or 453 election? Yes • No •

H. Did this entity have an interest in real property located in New York State during the last three years? Yes • No •

I. Has there been a transfer or acquisition of a controlling interest in this entity during the last three years? Yes • No •

J. If the IRS has completed an audit of any of your returns within the last five years, list years

K. If this return is for a New York S termination year, mark an *X* in the appropriate box to indicate which method of accounting was used for the New York S short year *(see instructions, page 5)* Normal accounting rules Daily pro rata allocation

L. Issuer's allocation percentage *(see instructions)* • 0.0000 %

M. Mark an *X* in the box if you are filing Form CT-3-S as a result of the mandatory New York S election of Tax Law section 660(i) •

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Provide the information for lines 1 through 10 from the corresponding lines on your federal Form 1120S, Schedule K, total amount column. *(Show any negative amounts with a minus (-) sign; do not use parentheses or brackets.)*

1	Ordinary business income or loss	• 1.	-204,543.
2	Net rental real estate income or loss	• 2.	
3	Other net rental income or loss	• 3.	
4	Interest income	• 4.	
5	Ordinary dividends	• 5.	
6	Royalties	• 6.	
7	Net short-term capital gain or loss	• 7.	
8	Net long-term capital gain or loss	• 8.	
9	Net section 1231 gain or loss	• 9.	
10	Other income or loss	• 10.	

11 Loans to shareholders *(from federal Form 1120S, Schedule L, line 7, columns b and d)*

Beginning of tax year • End of tax year •

12 Total assets *(from federal Form 1120S, Schedule L, line 15, columns b and d)*

Beginning of tax year • End of tax year •

13 Loans from shareholders *(from federal Form 1120S, Schedule L, line 19, columns b and d)*

Beginning of tax year • 1,210,152. End of tax year • 3,239,775.

Provide the information for lines 14 through 21 from the corresponding lines on your federal Form 1120S, Schedule M-2. *(Show any negative amounts with a minus (-) sign; do not use parentheses or brackets.)*

		A. Accumulated adjustments account	B. Other adjustments account	C. Shareholders' undistributed taxable income previously taxed
14	Balance at beginning of tax year	• -3,055,232.	•	•
15	Ordinary income from federal Form 1120S, page 1, line 21	•		
16	Other additions	•	•	
17	Loss from federal Form 1120S, page 1, line 21	• -204,543.		
18	Other reductions	•	•	
19	Add lines 14 through 18	• -3,259,775.	• 0.	• 0.
20	Distributions other than dividend distributions	•	•	•
21	Balance at end of tax year. Subtract line 20 from line 19	• -3,259,775.	• 0.	• 0.

Computation of tax *(see instructions)*

You must enter an amount on line 22; if none, enter *0*.

22	New York receipts	• 22.	0.
23	Fixed dollar minimum tax	• 23.	25.
24	Recapture of tax credits	• 24.	
25	Total tax after recapture of tax credits *(add lines 23 and 24)*	• 25.	25.
26	Special additional mortgage recording tax credit *(from Form CT-43)*	• 26.	
27	Tax due after tax credits *(subtract line 26 from line 25)*	27.	25.

First installment of estimated tax for the next tax period:

28	Enter amount from line 27	28.	25.
29	If you filed a request for extension, enter amount from Form CT-5.4, line 2	• 29.	
30	If you did not file Form CT-5.4 and line 28 is over $1,000, enter 25% (.25) of line 28. Otherwise enter *0*	30.	0.
31	Add line 28 and line 29 or 30	31.	25.

Computation of tax *(continued)*

Composition of prepayments *(see instructions):*

Line	Description		Date paid	Amount
32	Mandatory first installment	32.		
33	Second installment from Form CT-400	33.		
34	Third installment from Form CT-400	34.		
35	Fourth installment from Form CT-400	35.		
36	Payment with extension request from Form CT-5.4	36.		
37	Overpayment credited from prior years		37.	

Line	Description		Amount
38	Total prepayments *(add lines 32 through 37)*	●38.	0.
39	Balance *(subtract line 38 from line 31; if line 38 is larger than line 31, enter 0)*	39.	25.
40	Estimated tax penalty *(see instructions; mark an X in the box if Form CT-222 is attached)* ●	●40.	
41	Interest on late payment	●41.	
42	Late filing and late payment penalties	●42.	
43	Balance *(add lines 39 through 42)*	43.	25.

Voluntary gifts/contributions *(see instructions):*

Line	Description		Amount
44a	Return a Gift to Wildlife	44a.	
44b	Breast Cancer Research & Education Fund	44b.	
44c	Prostate Cancer Research, Detection, and Education Fund	44c.	
44d	9/11 Memorial	44d.	
45	Add lines 31, 40, 41, 42, and 44a through 44d	45.	25.
46	Balance due *(If line 38 is less than line 45, subtract line 38 from line 45 and enter here. This is the amount due; **enter your payment amount on line A on page 1.**)*	46.	25.
47	Overpayment *(If line 38 is more than line 45, subtract line 45 from line 38 and enter here. This is the amount of your overpayment; see instructions.)*	47.	0.
48	Amount of overpayment to be credited to next period	48.	
49	Refund of overpayment *(subtract line 48 from line 47)*	49.	0.
50	If you claim a refund of unused special additional mortgage recording tax credit, enter the amount from Form CT-43, line 13 *(see instructions)*	50.	
51	Amount of special additional mortgage recording tax credit to be applied as an overpayment to next period	51.	

Amended return information

If filing an amended return, mark an *X* in the box for any items that apply.

Final federal determination ● If marked, enter date of determination: ● Federal return filed Form 1139 ●

Third – party designee *(see instructions)* Yes X No

Designee's name *(print)* SHELDON GANZ Designee's phone number 516) 504-0045

Designee's e-mail address PIN

Certification: I certify that this return and any attachments are to the best of my knowledge and belief true, correct, and complete.

Authorized person

Signature of authorized person Official title

E-mail address of authorized person Date

Paid preparer use only

Firm's name *(or yours if self employed)* SHELDON M. GANZ CPA PC ID number 20-8095282

Signature of individual preparing this return

Address 98 CUTTERMILL RD, STE 364

City GREAT NECK State NY ZIP code 11021 Date

E-mail address of individual preparing this return

See instructions for where to file.

44003091015

Staple forms here

2009 **CT-34-SH**

New York State Department of Taxation and Finance

New York S Corporation Shareholders' Information Schedule

Attachment to Form CT-3-S or CT-32-S

Legal name of corporation: WORLDWIDE FOOTWEAR INC

Employer ID number: 11-3170907

Schedule A — Shareholders' New York State modifications and credits (Enter the total amount reported by the New York S corporation on each line. Each shareholder must include his or her pro rata share of these amounts on his or her personal income tax return.)

Part 1 — Total shareholder modifications related to S corporation items

Additions

1	New York State franchise tax imposed under Article 9-A or Article 32	1.	
2	Federal depreciation deduction from Form CT-399, if applicable *(see instructions)*	2.	
3	Other additions *(see instructions)*	3.	

Subtractions

4	Allowable New York depreciation from Form CT-399, if applicable *(see instructions)*	4.	
5	Other subtractions *(see instructions and attach explanation)*	5.	
	Other items *(see instructions and attach explanation)*		
6	Additions to federal itemized deductions	6.	
7	Subtractions from federal itemized deductions	7.	
8	New York State adjustments to federal tax preference items	8.	

Part 2 — Total S corporation New York State credits and taxes on early dispositions

	Investment tax credits		
9	Investment tax credit, retail enterprise tax credit, historic barn credit, and employment incentive credit (attach Form *CT-46 and, if applicable, Form CT-46-ATT)*	• 9.	
10	Investment tax credit on research and development property *(attach Form CT-46)*	• 10.	
11	Investment tax credit for financial services industry *(attach Form CT-44)*	• 11.	
12	Tax on early dispositions — investment tax credit, retail enterprise tax credit, historic barn credit, investment tax credit on research and development property, or investment tax credit for financial services industry *(attach Form CT-44 or CT-46)*	• 12.	
	Empire zone (EZ) tax credits		
13	EZ wage tax credit *(attach Form CT-601)*	• 13.	
	EZ capital tax credit:		
14	Investments in certified EZ businesses *(attach Form CT-602)*	• 14.	
15	Monetary contributions to EZ community development projects *(attach Form CT-602)*	• 15.	
16	EZ investment tax credit *(attach Form CT-603)*	• 16.	
17	EZ investment tax credit for financial services industry *(attach Form CT-605)*	• 17.	
18	Recaptured tax credit — EZ capital tax credit, EZ investment tax credit, or EZ investment tax credit for financial services industry *(attach Form CT-602, CT-603, or CT-605)*	• 18.	
	Qualified empire zone enterprise (QEZE) tax credits		
19	QEZE real property tax credit allowed *(attach Form CT-606)*	• 19.	
20	Net recapture of QEZE real property tax credit *(attach Form CT-606)*	• 20.	
	QEZE tax reduction credit *(attach Form CT-604):*		
21	QEZE employment increase factor	• 21.	0.0000
22	QEZE zone allocation factor	• 22.	0.0000
23	QEZE benefit period factor	• 23.	0.0000
	QEZE tax reduction credit factors from partnership *(see instructions; for multiple partnerships attach separate statement)*		
24	QEZE partnership employer identification number	• 24.	
25	QEZE employment increase factor *(obtain factor from your partnership)*	• 25.	
26	QEZE zone allocation factor *(obtain factor from your partnership)*	• 26.	
27	QEZE benefit period factor *(obtain factor from your partnership)*	• 27.	

Part 2 — Total S corporation New York State credits and taxes on early dispositions *(continued)*

Farmers' school tax credit *(see instructions)*

28	Total acres of qualified agricultural property	• 28.
29	Total amount of eligible school district property taxes paid	• 29.
30	Total acres of qualified agricultural property converted to nonqualified use	• 30.
31	Total acres of qualified conservation property	• 31.

Other credits

32	Alternative fuels credit *(attach Form CT-40)*	• 32.
33	Recapture of alternative fuels credit *(attach Form CT-40)*	• 33.
34	Credit for employment of persons with disabilities *(attach Form CT-41)*	• 34.
35	QETC employment credit *(attach Form DTF-621)*	• 35.
36	QETC capital tax credit *(attach Form DTF-622)*	• 36.
37	Recapture of QETC capital tax credit *(attach Form DTF-622)*	• 37.
38	Empire State commercial production credit *(attach Form CT-246)*	• 38.
39	Credit for purchase of an automated external defibrillator *(attach Form CT-250)*	• 39.
40	Low-income housing credit *(attach Form DTF-624)*	• 40.
41	Recapture of low-income housing credit *(attach Form DTF-626)*	• 41.
42	Green building credit *(attach Form DTF-630)*	• 42.
43	Long-term care insurance credit *(attach Form CT-249)*	• 43.
44	Empire state film production credit *(attach Form CT-248)*	• 44.
45	Brownfield redevelopment tax credit — site preparation credit component *(attach Form CT-611)*	• 45.
46	Brownfield redevelopment tax credit — tangible property credit component *(attach Form CT-611)*	• 46.
47	Brownfield redevelopment tax credit — on-site groundwater remediation credit component *(attach Form CT-611)*	• 47.
48	Recapture of brownfield redevelopment tax credit *(attach Form CT-611)*	• 48.
49	Remediated brownfield credit for real property taxes *(attach Form CT-612)*	• 49.
50	Recapture of remediated brownfield credit for real property taxes *(attach Form CT-612)*	• 50.
51	Environmental remediation insurance credit *(attach Form CT-613)*	• 51.
52	Recapture of environmental remediation insurance credit *(attach Form CT-613)*	• 52.
53	QETC research and development property credit component *(attach Form DTF-619)*	• 53.
54	QETC qualified research expenses credit component *(attach Form DTF-619)*	• 54.
55	QETC qualified high-technology training expenditures credit component *(attach Form DTF-619)*	• 55.
56	Security officer training tax credit *(attach Form CT-631)*	• 56.
57a	Brownfield redevelopment tax credit - site preparation credit component *(attach Form CT-611.1)*	•57a.
57b	Brownfield redevelopment tax credit - tangible property credit component *(attach Form CT-611.1)*	•57b.
57c	Brownfield redevelopment tax credit - on-site ground water remediation credit component *(attach Form CT-611.1)*	•57c.
57d	Recapture of brownfield redevelopment tax credit *(attach Form CT-611.1)*	•57d.
58	Biofuel production credit *(attach Form CT-243)*	• 58.
59	Clean heating fuel credit *(attach Form CT-241)*	• 59.
60	Credit for taxicabs and livery service vehicles accessible to persons with disabilities *(attach Form CT-239)*	• 60.
61	Rehabilitation of historic properties credit *(attach Form CT-238)*	• 61.
62	Recapture of rehabilitation of historic properties credit *(attach Form CT-238)*	• 62.
63	Other tax credit(s) *(see instructions)*	• 63.

Schedule B — Shareholders' identifying information

(Photocopy Schedule B, as needed, attach additional sheets, and mark an X in the box .)

A For each shareholder enter last name, first name, middle initial on first line; enter home address on second, third and fourth lines. *(attach federal Schedule K-1 for each shareholder)*	B Identifying number (SSN or EIN)	C Percentage of ownership	D Shareholder residency status *(make only one entry)* 1 for New York State 2 for city of New York 3 for city of Yonkers 4 for NYS nonresident	E Shareholder entity status *(make only one entry)* I for individual F for estate or trust E for exempt organization
1. LORBER ANNETTE 59 CORNWELLS BEACH ROAD SANDS POINT, NY 11050	1. 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	100.0000		I
2.	2.			
3.	3.			
4.	4.			
5.	5.			
6.	6.			
7.	7.			
8.	8.			
9.	9.			
10.	10.			
11.	11.			

43303091015

Schedule K-1
(NY CT-34-SH)

Shareholder's Share of Income
Substitute State Schedule K-1

NY
2009

For calendar year 2009 or tax year beginning , 2009 and ending , 20

Shareholder's identifying number	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	S Corporation's identifying number	11-3170907
Shareholder's name, address, and ZIP code	#1	S Corporation's name, address, and ZIP code	
ANNETTE LORBER 59 CORNWELLS BEACH ROAD SANDS POINT, NY 11050		WORLDWIDE FOOTWEAR INC 98 CUTTERMILL ROAD SUITE 364 GREAT NECK, NY 11021	
Shareholder's percentage	100.000000%	Shareholder Entity Status	I
Shareholder residency status		Amended ☐	Final ☐

SHAREHOLDER'S SHARE OF INCOME, CREDITS, DEDUCTIONS, ETC.		NEW YORK AMOUNT	FEDERAL K-1 AMOUNT
1. Ordinary income (loss) from trade or business activities	1.	-204,543	-204,543
2. Net income (loss) from rental real estate activities	2.	0	0
3. Net income (loss) from other rental activities	3.	0	0
4. Interest income	4.	0	0
5a. Ordinary dividends	5a.	0	0
6. Royalties	6.	0	0
7. Net short-term capital gain (loss)	7.	0	0
8a. Net long-term capital gain (loss)	8a.	0	0
9. Net section 1231 gain (loss)	9.	0	0
10. Other income (loss)	10.	0	0
11. Section 179 deduction	11.	0	0
12a. Contributions	12a.	0	0
12b. Investment interest expense	12b.	0	0
12c. Section 59(e)(2) expenditures	12c.	0	0
12d. Other deductions	12d.	0	0
13. Credits and credit recapture	13.	0	0
14l. Total Foreign Taxes	14l.	0	0
15a. Post-1986 depreciation adjustment	15a.	0	0
15b. Adjusted gain or loss	15b.	0	0
16a. Tax-exempt interest income	16a.	0	0
16b. Other tax-exempt income	16b.	0	0
16c. Nondeductible expenses	16c.	0	0
16d. Property distributions	16d.	0	0

Part I - Total shareholder modifications related to S corporation items

Additions		
1. New York State franchise tax imposed under Article 9-A or Article 32	1.	0
2. Federal depreciation deduction from Form CT-399, if applicable (see instructions)	2.	0
3. Other additions (see instructions)	3.	0
Subtractions		
4. Allowable New York depreciation from Form CT-399, if applicable (see instructions)	4.	0
5. Other Subtractions (see instructions and attach explanation)	5.	0
Other Items		
6. Additions to federal itemized deductions	6.	0
7. Subtractions from federal itemized deductions	7.	0
8. New York State adjustments to federal tax preference items	8.	0

Part II - Total S corporation New York State credits and taxes on early dispositions

Investment tax credits		
9. Investment tax credit, retail enterprise tax credit, historic barn credit, and employment incentive credit (attach Form CT-46 and, if applicable, Form CT-46-ATT)	9.	0
10. Investment tax credit on research and development property (attach Form CT-46)	10.	0
11. Investment tax credit for financial services industry (attach Form CT-44)	11.	0
12. Tax on early dispositions (attach Form CT-44 or CT-46)	12.	0

2:58 PM
03/21/11
Accrual Basis

Worldwide Footwear, Inc.
Balance Sheet
As of December 31, 2009

	Dec 31, 09
ASSETS	0.00
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2020 · L & E - Officer's Loan	1,414,695.13
2093 · Line of Credit HSBC- ST	1,825,080.00
Total Other Current Liabilities	3,239,775.13
Total Current Liabilities	3,239,775.13
Total Liabilities	3,239,775.13
Equity	
3010 · Common Stock	20,000.00
3041 · Retained Earnings from 1/1/2000	-1,102,848.66
3050 · Retained Earnings - Adjustment	-1,952,383.42
Net Income	-204,543.05
Total Equity	-3,239,775.13
TOTAL LIABILITIES & EQUITY	0.00

2:59 PM
03/21/11
Accrual Basis

Worldwide Footwear, Inc.
Profit & Loss Prev Year Comparison
January through December 2009

	Jan - Dec 09	Jan - Dec 08	$ Change	% Change
Ordinary Income/Expense				
Expense				
6300 · Legal	0.00	7,500.00	-7,500.00	-100.0%
6420 · Interest Expense	204,543.05	232,469.00	-27,925.95	-12.0%
Total Expense	204,543.05	239,969.00	-35,425.95	-14.8%
Net Ordinary Income	-204,543.05	-239,969.00	35,425.95	14.8%
Net Income	**-204,543.05**	**-239,969.00**	**35,425.95**	**14.8%**

4,442.*

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0.*

0.*

0.*

World Wide Futures

13,904.17+
5,092.19+
14,567.64+
5,261.92+
21,868.81+
7,881.78+
10,578.75+
3,931.51+
10,578.75+
3,931.51+
10,237.5+
3,804.68+
10,578.75+
3,931.51+
10,237.5+
3,804.69+
10,578.75+
3,839.95+
91.56-
11,072.5+
3,478.33+
13,192.22+
4,404.59+
13,192.23+
4,404.58+
204,543.05*

HSBC

LOAN INTEREST AND PRINCIPAL BILL

YOUR ACCOUNT# 020-25867-4 WILL BE CHARGED THE TOTAL AMOUNT DUE ON 12-05-09 00276

INVOICE NUMBER 0910230469
ACCOUNT NUMBER 06-9526609-6
OFFICE 33316-31

HSBC BANK USA,N.A.
COMMERCIAL LOAN SERVICES
SUITE 0002
BUFFALO, NY 14270 - 0002

DO NOT REMIT FUNDS
DUE DATE 12-05-09

MARTIN LORBER
C/O SHELDON GANZ GOLDSTEIN &
98 CUTTERMILL RD STE 364
GREAT NECK NY 11021

00276

PRINCIPAL DUE	.00
INTEREST/FEE DUE	18,996.36
TOTAL AMOUNT DUE	18,996.36

607530069526609605091023046900000018996360

INVOICE NUMBER 0910230469
ACCOUNT NUMBER 06-9526609-6

LOAN INTEREST AND PRINCIPAL BILL
STATEMENT DATE 11-25-09

PAGE 1
DUE DATE 12-05-09

TRANSACTION DESCRIPTION	EFFECT DATE	NUMBER DAYS	LOAN ACTIVITY	INTEREST RATE	RUNNING BALANCE	AMOUNT DUE
LOAN NUMBER 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-0						
INTEREST						
STARTING BALANCE					4,000,000.00	
CURR INT PAYMNT	110509		14,367.64			
INTEREST THIS PERIOD		000030		4.17125		13,904.17
					INTEREST TOTAL DUE	13,904.17
					LOAN TOTAL DUE	13,904.17
LOAN NUMBER 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-3						
INTEREST						
STARTING BALANCE					1,500,000.00	
CURR INT PAYMNT	110509		5,261.92			
INTEREST THIS PERIOD		000030		4.07375		5,092.19
					INTEREST TOTAL DUE	5,092.19
					LOAN TOTAL DUE	5,092.19

HSBC BANK USA,N.A.

HSBC

LOAN INTEREST AND PRINCIPAL BILL

YOUR ACCOUNT# 020-25867-4 WILL BE CHARGED THE TOTAL AMOUNT DUE ON 11-05-09

00125

INVOICE NUMBER 0910210910
ACCOUNT NUMBER 06-9526609-6
OFFICE 33316-31

HSBC BANK USA,N.A.
COMMERCIAL LOAN SERVICES
SUITE 0002
BUFFALO, NY 14270 - 0002

DO NOT REMIT FUNDS
DUE DATE 11-05-09

00125

MARTIN LORBER
C/O SHELDON GANZ GOLDSTEIN &
98 CUTTERMILL RD STE 364
GREAT NECK NY 11021

PRINCIPAL DUE	.00
INTEREST/FEE DUE	19,629.56
TOTAL AMOUNT DUE	19,629.56

607530069526609605091021091000000196295б5

INVOICE NUMBER 0910210910
ACCOUNT NUMBER 06-9526609-6

LOAN INTEREST AND PRINCIPAL BILL
STATEMENT DATE 10-26-09

PAGE 1
DUE DATE 11-05-09

TRANSACTION DESCRIPTION	EFFECT DATE	NUMBER DAYS	LOAN ACTIVITY	INTEREST RATE	RUNNING BALANCE	AMOUNT DUE
LOAN NUMBER 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-0						
INTEREST						
STARTING BALANCE					4,000,000.00	
CURR INT PAYMNT	100509		21,848.61			
INTEREST THIS PERIOD		000031		4.17125		14,367.64
					INTEREST TOTAL DUE	14,367.64
					LOAN TOTAL DUE	14,367.64
LOAN NUMBER 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-3						
INTEREST						
STARTING BALANCE					1,500,000.00	
CURR INT PAYMNT	100509		7,881.78			
INTEREST THIS PERIOD		000031		4.07375		5,261.92
					INTEREST TOTAL DUE	5,261.92
					LOAN TOTAL DUE	5,261.92

HSBC

LOAN INTEREST AND PRINCIPAL BILL

YOUR ACCOUNT# 020-25867-4 WILL BE CHARGED THE TOTAL AMOUNT DUE ON 10-05-09 #0411

INVOICE NUMBER 0910190615
ACCOUNT NUMBER 06-9526609-6
OFFICE 33316-31

HSBC BANK USA,N.A.
COMMERCIAL LOAN SERVICES
SUITE 0002
BUFFALO, NY 14270 - 0002

DO NOT REMIT FUNDS
DUE DATE 10-05-09

00410

MARTIN LORBER
C/O SHELDON GANZ GOLDSTEIN &
98 CUTTERMILL RD STE 364
GREAT NECK NY 11021

PRINCIPAL DUE	.00
INTEREST/FEE DUE	29,730.39
TOTAL AMOUNT DUE	29,730.39

607530069526609605091019061500000029730394

INVOICE NUMBER 0910190615
ACCOUNT NUMBER 06-9526609-6

LOAN INTEREST AND PRINCIPAL BILL
STATEMENT DATE 09-25-09

PAGE 1
DUE DATE 10-05-09

TRANSACTION DESCRIPTION	EFFECT DATE	NUMBER DAYS	LOAN ACTIVITY	INTEREST RATE	RUNNING BALANCE	AMOUNT DUE
LOAN NUMBER 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-0						
INTEREST						
STARTING BALANCE					4,000,000.00	
RATE CHANGE	022309			3.07125	4,000,000.00	
RATE CHANGE	070209			4.17125	4,000,000.00	
CURR INT PAYMNT	090509		10,578.75			
SYSTEM ADJUSTMENT PRIOR PERIOD RATE ACTIVITY						7,944.44
INTEREST THIS PERIOD		000030		4.17125		13,904.17
					INTEREST TOTAL DUE	21,848.61
					LOAN TOTAL DUE	21,848.61
LOAN NUMBER 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-3						
INTEREST						
STARTING BALANCE					1,500,000.00	
RATE CHANGE	022709			3.04375	1,500,000.00	
RATE CHANGE	070209			4.07375	1,500,000.00	
CURR INT PAYMNT	090509		3,931.51			
SYSTEM ADJUSTMENT PRIOR PERIOD RATE ACTIVITY						2,789.59
INTEREST THIS PERIOD		000030		4.07375		5,092.19
					INTEREST TOTAL DUE	7,881.78
					LOAN TOTAL DUE	7,881.78

HSBC

LOAN INTEREST AND PRINCIPAL BILL

YOUR ACCOUNT# 020-25867-4 WILL BE CHARGED THE TOTAL AMOUNT DUE ON 09-05-09 00125

INVOICE NUMBER 0910169826
ACCOUNT NUMBER 06-9526609-6
OFFICE 33316-31

HSBC BANK USA,N.A.
COMMERCIAL LOAN SERVICES
SUITE 0002
BUFFALO, NY 14270 - 0002

DO NOT REMIT FUNDS
DUE DATE 09-05-09

00125

MARTIN LORBER
C/O SHELDON GANZ GOLDSTEIN &
98 CUTTERMILL RD STE 364
GREAT NECK NY 11021

PRINCIPAL DUE	.00
INTEREST/FEE DUE	14,510.26
TOTAL AMOUNT DUE	14,510.26

607530069526609605091016982600000145102б6

INVOICE NUMBER 0910169826
ACCOUNT NUMBER 06-9526609-6

LOAN INTEREST AND PRINCIPAL BILL
STATEMENT DATE 08-26-09

PAGE 1
DUE DATE 09-05-09

TRANSACTION DESCRIPTION	EFFECT DATE	NUMBER DAYS	LOAN ACTIVITY	INTEREST RATE	RUNNING BALANCE	AMOUNT DUE
LOAN NUMBER 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-0						
INTEREST						
STARTING BALANCE					4,000,000.00	
CURR INT PAYMNT	080509		10,578.75			
INTEREST THIS PERIOD		000031		3.07125		10,578.75
					INTEREST TOTAL DUE	10,578.75
					LOAN TOTAL DUE	10,578.75
LOAN NUMBER 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-3						
INTEREST						
STARTING BALANCE					1,500,000.00	
CURR INT PAYMNT	080509		3,931.51			
INTEREST THIS PERIOD		000031		3.04375		3,931.51
					INTEREST TOTAL DUE	3,931.51
					LOAN TOTAL DUE	3,931.51

LOAN INTEREST AND PRINCIPAL BILL

YOUR ACCOUNT# 020-25867-4 WILL BE CHARGED THE TOTAL AMOUNT DUE ON 08-05-09 00433

INVOICE NUMBER 0910149316
ACCOUNT NUMBER 06-9526609-6
OFFICE 33316-31

HSBC BANK USA,N.A.
COMMERCIAL LOAN SERVICES
SUITE 0002
BUFFALO, NY 14270 - 0002

DO NOT REMIT FUNDS
DUE DATE 08-05-09

MARTIN LORBER
C/O SHELDON GANZ GOLDSTEIN &
98 CUTTERMILL RD STE 364
GREAT NECK NY 11021

00429

PRINCIPAL DUE	.00
INTEREST/FEE DUE	14,510.26
TOTAL AMOUNT DUE	14,510.26

607530069526609605091014931600000145102b5

INVOICE NUMBER 0910149316
ACCOUNT NUMBER 06-9526609-6

LOAN INTEREST AND PRINCIPAL BILL
STATEMENT DATE 07-24-09

PAGE 1
DUE DATE 08-05-09

TRANSACTION DESCRIPTION	EFFECT DATE	NUMBER DAYS	LOAN ACTIVITY	INTEREST RATE	RUNNING BALANCE	AMOUNT DUE
LOAN NUMBER 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-0						
INTEREST						
STARTING BALANCE					4,000,000.00	
CURR INT PAYMNT	070509		10,237.50			
INTEREST THIS PERIOD		000031		3.07125		10,578.75
					INTEREST TOTAL DUE	10,578.75
					LOAN TOTAL DUE	10,578.75
LOAN NUMBER 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-3						
INTEREST						
STARTING BALANCE					1,500,000.00	
CURR INT PAYMNT	070509		3,804.68			
INTEREST THIS PERIOD		000031		3.04375		3,931.51
					INTEREST TOTAL DUE	3,931.51
					LOAN TOTAL DUE	3,931.51

LOAN INTEREST AND PRINCIPAL BILL

YOUR ACCOUNT# 020-25867-4 WILL BE CHARGED THE TOTAL AMOUNT DUE ON 07-05-09 00161

INVOICE NUMBER 0910127943
ACCOUNT NUMBER 06-9526609-6
OFFICE 33316-31

HSBC BANK USA,N.A.
COMMERCIAL LOAN SERVICES
SUITE 0002
BUFFALO, NY 14270 - 0002

DO NOT REMIT FUNDS
DUE DATE 07-05-09

00161

MARTIN LORBER
C/O SHELDON GANZ GOLDSTEIN &
98 CUTTERMILL RD STE 364
GREAT NECK NY 11021

PRINCIPAL DUE	.00
INTEREST/FEE DUE	14,042.18
TOTAL AMOUNT DUE	14,042.18

607530069526609605091012794300000140421 89

INVOICE NUMBER 0910127943
ACCOUNT NUMBER 06-9526609-6

LOAN INTEREST AND PRINCIPAL BILL
STATEMENT DATE 06-25-09

PAGE 1
DUE DATE 07-05-09

TRANSACTION DESCRIPTION	EFFECT DATE	NUMBER DAYS	LOAN ACTIVITY	INTEREST RATE	RUNNING BALANCE	AMOUNT DUE
LOAN NUMBER 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-0						
INTEREST						
STARTING BALANCE					4,000,000.00	
CURR INT PAYMNT	060509		10,578.75			
INTEREST THIS PERIOD		000030		3.07125		10,237.50
					INTEREST TOTAL DUE	10,237.50
					LOAN TOTAL DUE	10,237.50
LOAN NUMBER 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-3						
INTEREST						
STARTING BALANCE					1,500,000.00	
CURR INT PAYMNT	060509		3,931.51			
CURR INT PAYMNT	060509		3,931.51			
INT PAYMNT RVSL	060509		3,931.51-			
INTEREST THIS PERIOD		000030		3.04375		3,804.68
					INTEREST TOTAL DUE	3,804.68
					LOAN TOTAL DUE	3,804.68

Rec'd 7/6/09

LOAN INTEREST AND PRINCIPAL BILL

YOUR ACCOUNT# 020-25867-4 WILL BE CHARGED THE TOTAL AMOUNT DUE ON 06-05-09 00148

INVOICE NUMBER 0910106548
ACCOUNT NUMBER 06-9526609-6
OFFICE 33316-31

HSBC BANK USA,N.A.
COMMERCIAL LOAN SERVICES
SUITE 0002
BUFFALO, NY 14270 - 0002

DO NOT REMIT FUNDS
DUE DATE 06-05-09

00147

MARTIN LORBER
C/O SHELDON GANZ GOLDSTEIN &
98 CUTTERMILL RD STE 364
GREAT NECK NY 11021

PRINCIPAL DUE	.00
INTEREST/FEE DUE	14,510.26
TOTAL AMOUNT DUE	14,510.26

60753006952660960509101065480000014510265

INVOICE NUMBER 0910106548
ACCOUNT NUMBER 06-9526609-6

LOAN INTEREST AND PRINCIPAL BILL
STATEMENT DATE 05-26-09

PAGE 1
DUE DATE 06-05-09

TRANSACTION DESCRIPTION	EFFECT DATE	NUMBER DAYS	LOAN ACTIVITY	INTEREST RATE	RUNNING BALANCE	AMOUNT DUE
LOAN NUMBER 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-0						
INTEREST						
STARTING BALANCE					4,000,000.00	
CURR INT PAYMNT	050509		10,237.50			
INTEREST THIS PERIOD		000031		3.07125		10,578.75
					INTEREST TOTAL DUE	10,578.75
					LOAN TOTAL DUE	10,578.75
LOAN NUMBER 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-3						
INTEREST						
STARTING BALANCE					1,500,000.00	
CURR INT PAYMNT	050509		3,804.69			
INTEREST THIS PERIOD		000031		3.04375		3,931.51
					INTEREST TOTAL DUE	3,931.51
					LOAN TOTAL DUE	3,931.51

SBC

LOAN INTEREST AND PRINCIPAL BILL

YOUR ACCOUNT# 020-25867-4 WILL BE CHARGED THE TOTAL AMOUNT DUE ON 05-05-09

00434

INVOICE NUMBER 0910085631
ACCOUNT NUMBER 06-9526609-6
OFFICE 33316-31

HSBC BANK USA,N.A.
COMMERCIAL LOAN SERVICES
SUITE 0002
BUFFALO, NY 14270 - 0002

DO NOT REMIT FUNDS
DUE DATE 05-05-09

00433

MARTIN LORBER
C/O SHELDON GANZ GOLDSTEIN &
98 CUTTERMILL RD STE 364
GREAT NECK NY 11021

PRINCIPAL DUE	.00
INTEREST/FEE DUE	14,042.19
TOTAL AMOUNT DUE	14,042.19

607530069526609605091008563100000140042195

NVOICE NUMBER 0910085631
COUNT NUMBER 06-9526609-6

LOAN INTEREST AND PRINCIPAL BILL
STATEMENT DATE 04-24-09

PAGE 1
DUE DATE 05-05-09

TRANSACTION DESCRIPTION	EFFECT DATE	NUMBER DAYS	LOAN ACTIVITY	INTEREST RATE	RUNNING BALANCE	AMOUNT DUE
.OAN NUMBER 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-0						
ITEREST						
;TARTING BALANCE					4,000,000.00	
URR INT PAYMNT	040509		10,578.75			
NTEREST THIS PERIOD		000030		3.07125		10,237.50
					INTEREST TOTAL DUE	10,237.50
					LOAN TOTAL DUE	10,237.50
.OAN NUMBER 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-3						
ITEREST						
;TARTING BALANCE					1,500,000.00	
:URR INT PAYMNT	040509		3,839.95			
:NTEREST THIS PERIOD		000030		3.04375		3,804.69
					INTEREST TOTAL DUE	3,804.69
					LOAN TOTAL DUE	3,804.69

HSBC BANK USA,N.A.

HSBC

LOAN INTEREST AND PRINCIPAL BILL

YOUR ACCOUNT# 020-25867-4 WILL BE CHARGED THE TOTAL AMOUNT DUE ON 04-05-09 00139

INVOICE NUMBER 0910063329
ACCOUNT NUMBER 06-9526609-6
OFFICE 33316-31

HSBC BANK USA,N.A.
COMMERCIAL LOAN SERVICES
SUITE 0002
BUFFALO, NY 14270 - 0002

DO NOT REMIT FUNDS
DUE DATE 04-05-09

MARTIN LORBER 00139
C/O SHELDON GANZ GOLDSTEIN &
98 CUTTERMILL RD STE 364
GREAT NECK NY 11021

PRINCIPAL DUE	.00
INTEREST/FEE DUE	14,418.70
TOTAL AMOUNT DUE	14,418.70

607530069526609605091006332900000144418701

INVOICE NUMBER 0910063329
ACCOUNT NUMBER 06-9526609-6

LOAN INTEREST AND PRINCIPAL BILL
STATEMENT DATE 03-26-09

PAGE 1
DUE DATE 04-05-09

TRANSACTION DESCRIPTION	EFFECT DATE	NUMBER DAYS	LOAN ACTIVITY	INTEREST RATE	RUNNING BALANCE	AMOUNT DUE
LOAN NUMBER 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-0						
INTEREST						
STARTING BALANCE					4,000,000.00	
CURR INT PAYMNT	030509		11,072.50			
INTEREST THIS PERIOD		000031		3.07125		10,578.75
					INTEREST TOTAL DUE	10,578.75
					LOAN TOTAL DUE	10,578.75
LOAN NUMBER 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-3						
INTEREST						
STARTING BALANCE					1,500,000.00	
RATE CHANGE	032808			3.41000	1,500,000.00	
RATE CHANGE	022709			3.04375	1,500,000.00	
CURR INT PAYMNT	030509		3,978.33			
SYSTEM ADJUSTMENT	PRIOR PERIOD RATE ACTIVITY					91.56-
INTEREST THIS PERIOD		000031		3.04375		3,931.51
					INTEREST TOTAL DUE	3,839.95
					LOAN TOTAL DUE	3,839.95

HSBC BANK USA,N.A.

HSBC

LOAN INTEREST AND PRINCIPAL BILL

YOUR ACCOUNT# 020-25867-4 WILL BE CHARGED THE TOTAL AMOUNT DUE ON 03-05-09 00143

INVOICE NUMBER 0910040673
ACCOUNT NUMBER 06-9526609-6
OFFICE 33219-31

HSBC BANK USA,N.A.
COMMERCIAL LOAN SERVICES
SUITE 0002
BUFFALO, NY 14270 - 0002

DO NOT REMIT FUNDS
DUE DATE 03-05-09

00142

MARTIN LORBER
C/O SHELDON GANZ GOLDSTEIN &
98 CUTTERMILL RD STE 364
GREAT NECK NY 11021

PRINCIPAL DUE	.00
INTEREST/FEE DUE	15,050.83
TOTAL AMOUNT DUE	15,050.83

607530069526609605091004067300000015050836

INVOICE NUMBER 0910040673
ACCOUNT NUMBER 06-9526609-6

LOAN INTEREST AND PRINCIPAL BILL
STATEMENT DATE 02-23-09

PAGE 1
DUE DATE 03-05-09

TRANSACTION DESCRIPTION	EFFECT DATE	NUMBER DAYS	LOAN ACTIVITY	INTEREST RATE	RUNNING BALANCE	AMOUNT DUE
LOAN NUMBER 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-0						
INTEREST						
STARTING BALANCE					4,000,000.00	
RATE CHANGE	022808			3.83000	4,000,000.00	
CURR INT PAYMNT	020509		13,192.22			
RATE CHANGE	022309			3.07125	4,000,000.00	
INTEREST THIS PERIOD		000018		3.83000		7,660.00
INTEREST THIS PERIOD		000010		3.07125		3,412.50
					INTEREST TOTAL DUE	11,072.50
					LOAN TOTAL DUE	11,072.50
LOAN NUMBER 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-3						
INTEREST						
STARTING BALANCE					1,500,000.00	
CURR INT PAYMNT	020509		4,404.59			
INTEREST THIS PERIOD		000028		3.41000		3,978.33
					INTEREST TOTAL DUE	3,978.33
					LOAN TOTAL DUE	3,978.33

HSBC BANK USA,N.A.

HSBC

LOAN INTEREST AND PRINCIPAL BILL

YOUR ACCOUNT# 020-25867-4 WILL BE CHARGED THE TOTAL AMOUNT DUE ON 02-05-09

00151

INVOICE NUMBER 0910019399
ACCOUNT NUMBER 06-9526609-6
OFFICE 33219-31

HSBC BANK USA,N.A.
COMMERCIAL LOAN SERVICES
SUITE 0002
BUFFALO, NY 14270 - 0002

DO NOT REMIT FUNDS
DUE DATE 02-05-09

00148

MARTIN LORBER
C/O SHELDON GANZ GOLDSTEIN &
98 CUTTERMILL RD STE 364
GREAT NECK NY 11021

PRINCIPAL DUE	.00
INTEREST/FEE DUE	17,596.81
TOTAL AMOUNT DUE	17,596.81

60753006952660960509100193990000017596812

INVOICE NUMBER 0910019399
ACCOUNT NUMBER 06-9526609-6

LOAN INTEREST AND PRINCIPAL BILL
STATEMENT DATE 01-26-09

PAGE 1
DUE DATE 02-05-09

TRANSACTION DESCRIPTION	EFFECT DATE	NUMBER DAYS	LOAN ACTIVITY	INTEREST RATE	RUNNING BALANCE	AMOUNT DUE
LOAN NUMBER 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-0						
INTEREST						
STARTING BALANCE					4,000,000.00	
CURR INT PAYMNT	010509		13,192.23			
INTEREST THIS PERIOD		000031		3.83000		13,192.22
					INTEREST TOTAL DUE	13,192.22
					LOAN TOTAL DUE	13,192.22
LOAN NUMBER 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-3						
INTEREST						
STARTING BALANCE					1,500,000.00	
CURR INT PAYMNT	010509		4,404.58			
INTEREST THIS PERIOD		000031		3.41000		4,404.59
					INTEREST TOTAL DUE	4,404.59
					LOAN TOTAL DUE	4,404.59

HSBC BANK USA,N.A.

HSBC

LOAN INTEREST AND PRINCIPAL BILL

YOUR ACCOUNT# 020-25867-4 WILL BE CHARGED THE TOTAL AMOUNT DUE ON 01-05-09 00466

INVOICE NUMBER 0810272823
ACCOUNT NUMBER 06-9526609-6
OFFICE 33219-31

HSBC BANK USA,N.A.
COMMERCIAL LOAN SERVICES
SUITE 0002
BUFFALO, NY 14270 - 0002

DO NOT REMIT FUNDS
DUE DATE 01-05-09

00459

MARTIN LORBER
C/O SHELDON GANZ GOLDSTEIN &
98 CUTTERMILL RD STE 364
GREAT NECK NY 11021

PRINCIPAL DUE	.00
INTEREST/FEE DUE	17,596.81
TOTAL AMOUNT DUE	17,596.81

607530069526609605081027282300000175968l4

INVOICE NUMBER 0810272823
ACCOUNT NUMBER 06-9526609-6

LOAN INTEREST AND PRINCIPAL BILL
STATEMENT DATE 12-26-08

PAGE 1
DUE DATE 01-05-09

TRANSACTION DESCRIPTION	EFFECT DATE	NUMBER DAYS	LOAN ACTIVITY	INTEREST RATE	RUNNING BALANCE	AMOUNT DUE
LOAN NUMBER 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-0						
INTEREST						
STARTING BALANCE					4,000,000.00	
CURR INT PAYMNT	120508		12,766.66			
INTEREST THIS PERIOD		000027		3.83000		11,490.00
INTEREST THIS PERIOD		000004		3.83000		1,702.23
					INTEREST TOTAL DUE	13,192.23
					LOAN TOTAL DUE	13,192.23
LOAN NUMBER 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-3						
INTEREST						
STARTING BALANCE					1,500,000.00	
CURR INT PAYMNT	120508		4,262.50			
INTEREST THIS PERIOD		000027		3.41000		3,836.25
INTEREST THIS PERIOD		000004		3.41000		568.33
					INTEREST TOTAL DUE	4,404.58
					LOAN TOTAL DUE	4,404.58

HSBC BANK USA,N.A.

Exhibit J

Eve Winston
59 Corn wells Beach Road
Port Washington, NY 11050

March 30, 2009

Jim Young
HSBC Bank
1 Old Country Road
Carle Place, NY 11514

Dear Jim,

Out of my HSBC personal checking acct. # 020252277, please provide the following bank checks

1.	Indy Mac Federal Bank	$175,133.89
2.	Bank of America	$100,377.62
3.	Alan Ravitz and Sylvia Ravitz, As Trustees	$240,000.00
4.	Alan Ravitz and Sylvia Ravitz, As Trustees	$240,000.00
5.	Alan Ravitz and Sylvia Ravitz, As Trustees	$240,000.00
6.	Alan Ravitz and Sylvia Ravitz, As Trustees	$178,596.00
7.	Susan Genicoff and Jack Genicoff	$533,086.49
		$1,707,194.00

If you have any questions with regard to the above, please give me a call at 516-504-0004.

Sincerely,

Eve Winston

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

HSBC

US DOLLAR DRAFT
(OFFICIAL CHECK)

EVE WINSTON
REMITTER

3/30/09
DATE

No. 100224066

50-125
223

EXACT AMOUNT
PAY 020 [redacted]

***$175331389
U.S. DOLLARS

TO
THE
ORDER ***INDY MAC FEDERAL BANK***
OF

Drawer: HSBC Bank USA, N.A.
TWO SIGNATURES REQUIRED FOR AMOUNT $50,000 AND ABOVE

COPY - NON NEGOTIABLE

AUTHORIZED SIGNATURE MP

AUTHORIZED SIGNATURE MP

Security Features Details on Back

CUSTOMER COPY

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

HSBC

US DOLLAR DRAFT
(OFFICIAL CHECK)

No. 100224067

Eve Winston
REMITTER

03/30/2009
DATE

50-125
223

PAY

EXACT AMOUNT
111020 [redacted]

100,377.82
U.S. DOLLARS

TO
THE
ORDER ***Bank Of America***
OF

Drawer: HSBC Bank USA, N.A.
TWO SIGNATURES REQUIRED FOR AMOUNT $50,000 AND ABOVE

COPY - NON NEGOTIABLE

AUTHORIZED SIGNATURE MP

AUTHORIZED SIGNATURE MP

Security Features Details on Back

CUSTOMER COPY

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

HSBC

US DOLLAR DRAFT
(OFFICIAL CHECK)

No. 100224068

Eve Winston
REMITTER

03/30/2009
DATE

50-125
223

PAY

EXACT AMOUNT
111020 [redacted]

240,000.00
U.S. DOLLARS

TO
THE****Alan Ravitz And Sylvia Ravitz,As Trustee***
ORDER
OF

Drawer: HSBC Bank USA, N.A.
TWO SIGNATURES REQUIRED FOR AMOUNT $50,000 AND ABOVE

COPY - NON NEGOTIABLE

AUTHORIZED SIGNATURE MP

AUTHORIZED SIGNATURE MP

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HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

HSBC

US DOLLAR DRAFT
(OFFICIAL CHECK)

No. 100224069

*** Eve Winston ***
REMITTER

03/30/2009
DATE

50-125
223

PAY EXACT AMOUNT 111020 [redacted]

$***240,000.00***
U.S. DOLLARS

TO THE ORDER OF ***Alan Ravitz & Sylvie Ravitz,As Trustee***

Drawer: HSBC Bank USA, N.A.
TWO SIGNATURES REQUIRED FOR AMOUNT $50,000 AND ABOVE

COPY - NON NEGOTIABLE

AUTHORIZED SIGNATURE MP

AUTHORIZED SIGNATURE MP

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HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

HSBC

US DOLLAR DRAFT
(OFFICIAL CHECK)

No. 100224070

Eve Winston
REMITTER

03/30/2009
DATE

50-125
223

PAY EXACT AMOUNT 111020 [redacted]

***

$***240,000.00***
U.S. DOLLARS

TO THE ORDER OF ***Alan RaVITZ & Sylvie Ravitz,as Trustee***

Drawer: HSBC Bank USA, N.A.
TWO SIGNATURES REQUIRED FOR AMOUNT $50,000 AND ABOVE

COPY - NON NEGOTIABLE

AUTHORIZED SIGNATURE MP

AUTHORIZED SIGNATURE MP

Security Features Details on Back

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HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

HSBC

US DOLLAR DRAFT
(OFFICIAL CHECK)

No. 100224071

Eve Winston
REMITTER

03/30/2009
DATE

50-125
223

EXACT AMOUNT
PAY 020 [illegible]

$**178,596.00***
U.S. DOLLARS

Drawer HSBC Bank USA, N.A.
TWO SIGNATURES REQUIRED FOR AMOUNT $50,000 AND ABOVE

TO THE ORDER OF ***Alan Ravitz & Sylvia Ravitz,as trustee***

COPY - NON NEGOTIABLE

AUTHORIZED SIGNATURE MP

AUTHORIZED SIGNATURE MP

Security Features Details on Back.

CUSTOMER COPY

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

HSBC

US DOLLAR DRAFT
(OFFICIAL CHECK)

No. 100224072

Eve Winston
REMITTER

03/30/2009
DATE

50-125
223

EXACT AMOUNT
PAY 111020 [illegible]

$**533,086.40***
U.S. DOLLARS

Drawer HSBC Bank USA, N.A
TWO SIGNATURES REQUIRED FOR AMOUNT $50,000 AND ABOVE

TO THE ORDER OF ***Susan Genicoff & Jack Genicoff***

COPY - NON NEGOTIABLE

AUTHORIZED SIGNATURE MP

AUTHORIZED SIGNATURE MP

Security Features Details on Back.

CUSTOMER COPY

Exhibit K

From: evewin3@gmail.com
To:
Sent: 2/10/2012 5:19:22 P.M. Eastern Standard Time
Subj: Fw:

All his texts.....
Sent via BlackBerry by AT&T

From: Eve Winston <evewin3@gmail.com>
Date: Fri, 10 Feb 2012 16:50:27 -0500
To: <evewin3@gmail.com>
Subject:

(1/4) Its laughable that I have 10 million in Sands Point and I can and have the proof. You have villified me over the house. Their are huge liens for 7.5 mil (2/4) lion. You want those paid, and you and your mother and want me in LV. Sorry Eve, the reality is if you want your lifestyle, you have to work with me. If (3/4) not we can sell sands, pay off liens and buy something more modest for you and the kids. Everyone always starts divorce and loves there lawyers pipe drea (4/4) ms until 3 yrs later reality sets in. Support me, believe in me, and help so we can work it all out together. I want what's best for you and the kids.

(1/4) The taxes haven't been payed in 2 yrs on Sands Point. The upkeep is tremendous and you hated the house. You hated what I did with the house. And if we ha (2/4) ve a all out war, we run more risks of liens. Whatever we do should be done quietly and with honor and dignity. When I had, I always wanted you to have t (3/4) he best, and that will never change. I would want you always to live with kids in the house, but we have to work together. I am trying Eve, and I used to (4/4) always come through. I would bet on me!

(1/3) You are not caring about me saying I want sands point, plaza, all my money and all debts payed. Telling the father of your children to go to LV is beyon

(2/3) d mean. Making me uncomfotable to be in Plaza is beyond mean. Who have you become? I don't even recognize you, you are not the Eveee I knew. I care about

(3/3) you and adore my children, be a good person and it will work out better than you could have ever imagined!

(1/7) Okay, that I know. But what do you feel so guilty about? Do you feel you betrayed me? What is so bad about ackkwoledging that I am responsible and owe yo

(2/7) ur mother money. There's something wrong with you. I am saying it in the context that everything needs to be taken care of. And don't ever give me a date

(3/7) or ultimatum about my children. We will talk to them when I can provide stability and where I will live. And if I wanted to live in sands point or the p

(4/7) laza I woulkd do so. The fact is I don't. Don't threaten me. Just because you need closure, I don't want to hurt our kids and not have answers. I feel yo

(5/7) u are going to wish you had this time in your life to change things. I feel bad for us, because you are certainly going to have many regrets. Please stop

(6/7) emailing me and going back and forth. I really feel terrible for our kids. I think in the long run it will be healthier. I am not going to fla with you,

(7/7) I will discuss taking the kids away with me in March if you think its okay!

Please call me important!

(1/7) Your whole entire life is about you and the drama. You need everyone to know your pain, a proffesional victim for attention. This divorce is about money

(2/7) and you cared far more about yourself than your children. You needed time frames to show everyone who was jeolous of us that you were tough and not being

(3/7) taken advantage of. After today, I have no love for you. I still care and will help with all my fiber to get you all the money and security. But our div

(4/7) orce will be the opposite of your parents. I won't chase you or want you. I will be a gentleman, but want very little contact. As long as youdont hope ou

(5/7) t and embarrass our family, I will support all your efforts. If you make a mistake and try to ruin my career, its on you and I can't help with anything.

(6/7) I want you to be happy in life and no longer consider you have any vows to me. I will act within our vows tilll divorce, so I can Ellie and Eric and all

The chance of hurting others. I want peace and only want to arrange when I am seeing the girls. I truly wish you a great life, you deserve it!

(1/3) All about you and your time frame. You got want you want and your family got what they want. Enjoy it, closure for you and pain for our kids. I have noth

(2/3) ing more to say. I have nothing left for you except my word. Other than my promises, nothing is left. I want you to leave me be! Its finally over, live y

(3/3) our own life!

(1/2) Will be home tomorrow night to get my clothes for trip if you would like to stay in city. Called off closing, so I am trying to get on earlier flight. Te

(2/2) lling you because I would appreciate if we didn't have to see each other for a little while. Please!

1/2) I was in a state of shock, and I would have rather been dead than break there heart. I never wanted to hurt you either. I will be a good man to everyone

(2/2) and help show stability to our children!

(1/3) I made inroads today on making your life better. All I want is you to be free of me and have everything. I signifigantly improved me satisfying everythin

(2/3) g today. I care Eve. I hope you are not my enemy, and your not out for my destruction. For all of us, I hope were great friends one day and you have the

(2/3) g today. I care Eve. I hope you are not my enemy, and your not out for my destruction. For all of us, I hope were great friends one day and you have the

(3/3) most beautiful life!

(1/7) Eve, your looking for a excuse to really cause irreparable damage. I am giving it my all for you and the girls. There is no right way to handle yesterday

(2/7) . So much has gone on behind my back, so much deep betrayal. If you can live with yourself fine. There my Angels and they saw how painful this is for bot

(3/7) h of us. I will tell you for the hundreth time, work with me, not against me. You said you have cooperated with me since Sept. How? What have you helped

(5/7) d care about you. I am shattered too for my children. Why can't we just be good parents and friensds, and support me to finish what I need to do for us.

(6/7) Once you take that out of my hands, you are crippling our family. I don't want to gloat and say ha ha I told you so. I want to say see honey, maybe we fa

(7/7) iled in marriage, but we did it our way, and we can look at each other fondly always. Have you ever once sat down and said, fuck the lawyers, I swear I w

(1/4) Won't betray you, won't send docs to anyone so govt can't get, won't hurt you, wjat can I do to help? Once? I couldve handled so much more and quickly

(2/4) anged things for the better if only I didn't feel like you want me destroyed. I love my kids, why can't you see that. Don't turn this into a war. I don't

(3/4) want to be in that mode. I love you. I want to end gracefullyn and privately with dignity for our girls. For me to cry in front of them, they never saw

4/4) that. It hurt me

Eve, I am trying. I love my children and they know I love you and want the best for you. Period!

(1/7) Eve, there's no point in me calling anymore tonight. Parker is a incredible child, and she is not hurt by what happened they are all hurt with the realit

(2/7) y that were separated. Spin it however you want, I am so sick of the the nonstop sword over my head. I am never, ever, bringing up again what will happen

(3/7) if we don't keep things quiet and work together. Ever. Your a adult, not a child. You for so long have held everything over my head. I can't beg you to

(4/7) listen to me anymore. I can and will make everything fine for you. I don't want my children uprooted or hurt. What am I asking for that's so terrible? No

(5/7) threats! I love you and will make you always look the best to the children. I promise. Your a great mom, and I know the kids love us. Parker is not thin

(6/7) king about how crazy things are when we told them, she's hugging me nonstop that she doesn't want me to move. Funny thing, you want to talk that there sc

(7/7) ared, and my kids want me to promise I am going nowhere. I respond by telling them that we have to live separately although we love eachother, and that i

It won't be much diffrent than now. I love my kids. I love you too Eve.

(1/4) Please, please give me all phone #s to School principal and teachers. I will call dr gulbranson tomorrow and talk to him. I will be a angel about you. I

(2/4) am going to fla to help our family, I can't afford to not straighten things out. Please if you can update me. I go back and forth on text so we don't fig

(3/4) ht. I am sorry about yesterday, I felt threatened and just want to not feel threatened all the time. I didn't mean at all to throw you under a bus, I wou

(4/4) ld never ever want that!

I would like to just say goodbye before I leave, but your not picking up. I am sorry I am going. Please let me know how your doing and the kids!

1/3) Eve, when I rolled my eyes the truth is I don't feel you love me. I didn't think, and didn't think we could ever tell our kids. You kept pushing me to te

(2/3) ll them, and I felt you were criminally threatening me. I would have done anything in this world to not tell them, and I feel everything has changed for

(3/3) good. I never wanted us to hurt them. I am truly sorry how I handled it. Let's just take care of them. I am sorry!!!

(1/5) I am sorry you were embarrased at temple. Certainly never stranded the Rabbia and I believe we have been very generous. We don't owe them. 27k, you said

(2/5) you were removing us from the Rabbi circle and that's 15k. I was and have been waiting for you to call them to straighten out. Whatever you would like me

(3/5) to do. Let's make a list of priorities, taxes on house, Rabbia etc, and prepare a list of importane to you, what should and has to take care of. I will

(4/5) get it done. If you want you can text it to me, when your up to it. I want your mind at ease to take care of kids, and I will try my best to handle thing

/5) s as quickly as I can.

(1/2) Just left my babies. They are the greatest kids in the world, thanks to you. We had great talks, really. They just need us. Hope you sleeping, I am think

(2/2) ing about you a lot!!

1/7) I am on the plane. Bad timing leaving now. I had to. I could not in good consciense let Ron wire me 17 million for a deal with the instability going on.

(2/7) I have the top people in the city knowing what I can do, and one transaction makes all this ugliness disappear forever. I didn't go through with it becau

(3/7) se I can't even trust you to sit down, have me explain things and to get it done. When the deal was ready, you brought up criminal, and telling the kids

(4/7) and I freaked. I am sorry. I was working on closing 4 huge deals and out of the 50 million I was getting from Ron and a Beverely Hill s investor who I ha

(5/7) ve known for 20 yrs. 50 was going in and another 20 was going to me upfront to clean up everything. I couldn't even sit down and have a conversation. You

(6/7) say you were cooperating for 6 months, name one time you signed one thing or willingly went to a meeting. I am asked by Eric 10 times a day is Eve stabl

(7/7) e, he doesn't want to get fucked. Ellie is a gentleman but harrasses Shelly whether he should Lein to protect his interests. Nobody would be thinking

(1/5) Anything if we showed alittle stability. I just need to show my nvestors that betting on me and cleaning up my mess will not bring them entangled in a co

(2/5) urt divorce. Your a smart buisness woman, why don't you get this. I am there. If I can finish this off, you, your mom, eric, Ellie and Ron would all be f

(3/5) inished. Everyones behind me, why aren't you. We should not involve outsiders and get this done for our children. This is what I do, I never have not com

(4/5) e through my entire life, but now you are really hurting this process. Eve, I deaperately want peace, and a fresh start. Can't d

(5/5) s are safe secure and princesses. Stop fighting me and stop being someone I can't trust. Don't betray me anymore, we won't survive it.

(1/2) Our kids love us, they will forget yesterday. There only concern is that we get along love eachother and that I will aleways see them. I will be a good d

(2/2) ad, please keep this inhouse. Taking off, please text me about girls and take care of yo

Your all terrific, and I love y

Eve, school ssychologist called, left me a long message, and than I tried him back. Is everything okay with the kids that you know about!

ou all very much

Okay Eve, okay! Whatever needs to be done, wish I was there helping. Sorry how much you have on your plate!

Are they okay?

Let me know please. I am sick that I hurt them, haven't slept for 1 minute. I am worried!

(1/2) I believe that in the next couple of days it will cease to be about how I told them, but there feelings now. They are smart girls, let's just be there fo

(2/2) r them. Its a new day, let's make this one better

(1/3) Eve, thanks for shouldering load, your a great mommy. Would it be allright if I planned a trip for the girls and me in April to Hollywood and San diego.

(2/3) Not trying to undermine you, just want to plan in advance and have them have things to look forward to. Please call me later with any problems, depositin

(3/3) g money for you tomorrow, and would like a bill list of what's most important to you to be handled first!

Okay!

Spoke to school psychiatrist. He sounds nice.

Nothing!

If I send you something about buisness do you swear not to betray me and show ANYONE, nomatter what?

I want them to enjoy that house for the rest of there lives and theeir children. That's what I do everyday!

Okay!

(1/2) I told you something in confidence that you swore you wouldn't share. I don't care about 640. I care about straightening everything out for you so we can

(2/2) all go on. I told you this even after I felt threatened to the max. We were friends once, we should always be on the same side for our kids!

My kids know, and I know what I say about you. Let it go Eve, the kids know how much I love you. We are going to have a united front for them.

(1/6) The closing was off as you know. I had the worst buisness week of my life, ofcourse alone. Couldn't get you to cooperate or help. I told you it was off b

(2/6) ecause it was. I don't want to go back and forth. Please read the email I sent you about it, because I wanted to show you that when I do some other thing

3/6) s, people actually believe in not like my own wife and I am going to take care of everything like I promised. And it is very hard to trust you and confid

(4/6) e because there are many people trying to help our family and you listen to bad advice comstantly and I don't want to hurt others and put there money at

(5/6) risk when there trying to help our family get everything back. I really can't go back and forth negatively. Please read the email I sent you, erase

(6/6) nd for once try to believe in my honor that I just want to resolve all financial dealings the right, honest way, so we can be friends.

Okay, are you manipulating me for what? Do you know what you have done with

(1/6) Info I have given you. Do you know what you have threatened me with. Do you know how it hurt my children that you wouldn't cooperate with me and help me

(2/6) close. People are trying to help us and I have to worry what your capable of. I have had it with the hanging up and threatening me criminally and constan

(3/6) tly saying that's it and don't talk to me. You want to make me into a animal. Okay than! I have tried but power and bullying me has gone to your head. Yo

(4/6) u have no idea how you treat me. You have no idea what I go through every day. I have begged you to believe in me and allow me to help you. You say no to

(5/6) everything. You just will not be happy until your in a war, its all you know. You say how you want to show the kids your united and all you want is to t

(6/6) urn me so hard that I have no choice. I am done begging you to be reasonable!

(1/7) Eve, your not doing me any favors about listening to me about lawyers. You have listened to O about what I have asked you. I have gotten you to go to tw

(2/7) o meetings in 6 months. If you go to lawyers, than you do.I am not begging you, you only want everyone to feel sorry for you. I am 10 times mor protect

(3/7) in a divorce than I am now. I will not pay boat, your mother or house or any other fucking cent. I will have the lawyers deal with everything and will n

(4/7) ever be ordered out of a house or have to listen to anyones ravings again. I can finally protevt myself and tell the world I can't help with anything, my

(5/7) wifer filed. I never want to ne threatened again. There isn't one person that believes this is anything but about money. You will not be happy until you

(6/7) relive everything your parents went through. Your willing this to happen. I don't even know you. You have betrayed me everydatly, and I am the wrong per

(7/7) son to continually threaten, because the best thing about me is I love you and care!

(1/7) I am celebrating nothing. What's to celebrate, I don't have a name, my wife won't stand behind me. We didn't have one second of congratulations. I am her

(2/7) e to work out a program to help my family. There is no talking to you. I see Paris and Parker moning to me every second. I keel over in pain and punch th

(3/7) e walls to my hands bleed over all my clothes. I am powerless to remove their pain and wish G-D would help me make everything allright for them. I am in

(4/7) a daze and wish I could give up. I can't. I have to fight for my ex wife and my kids future. You made this happen and you for months knew and plotted for

(5/7) this to happen. The money was temporarily gone, so was your love for your husband. And you and your mother who wants to steal my kids, figures it is nec

(6/7) essarry the kids go through this. Toughen up the marriage is over. Great advice for my angels. Believe me, I know everything that has gone on. I just don

(7/7) 't say it. Be proud of yourself Eve, your a train wreck being driven by a 3 time loser holdingg poor Eves hand and you can both bring up the girls .

(1/7) Everything is a secret, everything is a lie. Everything is a plan behind my back. The police were called on me and I was called a criminal infront of m

(2/7) children. That was not traumatizing to you. No mother would allow that, but that's okay with you. In front of the children with the police there you side

3/7) d with your mother. And that your okay with. But a father who cryed becausae he loves his family is the sickest thing you ever saw? What have I not liste

(4/7) ned to you. You asked to tell the kids for months? You wanted this. You want the money figured out and the kids told. All about you and your confidants p

(5/7) lanning how to proceed. Faxing emails and financial info to lawyers. Oh the same lawyers as your mother. No regard when I tell you this is not smart beca

6/7) use of the goverment. Which by the way if we have a public fight will be nothing that anyone can stop. But you don't have to listen to anyone, you want a

(7/7) time frame. Your going to read all this one day and say he told me. Everything is always so sneaky and behind my back. I used to respect you like

Noone I ever met before.

y